

CITY OF CORALVILLE

ACCOUNTING & PURCHASING POLICY

Final Draft 6/8/88
Revised 8/22/00
Revised 9/16/02
Revised 11/9/04
Revised 1/23/07
Revised 6/23/09

City of Coralville Purchasing Policy

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Section 1 Introduction

Statement of Purpose

The City of Coralville intends to purchase goods and services of high quality consistent with the expected use at the most reasonable cost. The City also intends that all purchasing actions are fair and impartial, competition is encouraged, and all qualified sellers or buyers have access to City business.

Purchasing System

The City operates what is considered a decentralized purchasing system rather than a centralized purchasing system. City departments have authorized buyers who provide purchasing services distinctive to their department needs.

Roles and Responsibilities

1. City Council

The City Council determines expenditure levels through the formulation and approval of an Annual Operating Budget. In performing this policy-making function, the City Council establishes a set of goals, priorities and performance standards. The City Staff must direct its collective efforts towards accomplishing the Council's policy.

The adoption of the Annual Operating Budget is the approval of a level of expenditures necessary to accomplish the goals and objectives that have been established by each City program. It is intended that the City Council will approve final disbursement of all public funds as well as specific changes in program funding levels upon the recommendation of the City Administrator and Finance Officer. **As a general rule, the Council must approve all contracts.** The Council shall consider transactions with other public entities. This can be subject to the exception that the Council can designate some other person to sign the contract. It should be noted that there may be other specific requirements for certain transactions that would dictate deviation from these rules.

Approves purchases as defined in Section 4.

2. City Administrator

The City Administrator is delegated the responsibility by the City Council to carry out a program of service to the community. It is his/her responsibility to manage the Annual Operating Budget in such a way that the goals and priorities of the City Council are accomplished. All changes in purchasing regulations, as well as recommendations for changes in the general purchasing policy, may only be made with the prior approval of the Finance Officer. Expenditures in many categories require authorization and concurrence by the City Administrator. (This is in addition to the initial budget approval.) The City Administrator will be the signor, for contracts, for services, or purchases. It should be noted that there might be other specific requirements for certain transactions that would dictate deviation from these rules.

Approves purchases as defined in Section 4.

3. Department Heads

Department Heads may initiate internal reallocation of their budget funds as needed within the guidelines established by the Finance Officer. Although the City Council has established levels of expenditures for each program, appropriation is not a permit nor a directive to expend funds, unless the need for the item continues to exist at the time for purchase and the price of the item is within the parameters of the budget. In addition, these criteria must be weighed ultimately against the availability of funds and the relationship of the department goals to the overall City priorities. For proper management control it is necessary that expenditures be authorized prior to purchase. In some instances additional justification will be required as determined by the City Administrator.

Approves purchases as defined in Section 4.

4. Finance Officer & Finance Department

The Finance Officer and Finance Department shall be responsible for facilitating city wide bids. This includes setting and following rules and procedures set out in this policy and ensuring that City staff does the same. In addition, the Finance Officer and Finance Department shall provide guidance to city departments in all areas of purchasing.

The Finance Officer and Finance Department shall also be responsible for maintaining the City budget controls. This includes working with the Department Managers on each department budget and ensuring that all departments comply with the adopted budget.

Approves purchases as defined in Section 4.

Section 2

Acquisition Methods of Items and Services

Petty Cash

1. Dollar Amount

The petty cash fund is to be used only for cash payment or reimbursement of expenditures amounting to no more than \$25.

2. Receipt from Vendor

A receipt verifying the expenditure amount will be attached to each petty cash request. Exceptions will be made upon Special Approval by the Finance Officer and will be permitted only in a situation where it is impossible to get a receipt.

3. Advances

Advances will be allowed only for planned and approved purchases and for freight costs, which must be prepaid. No other advances will be made from the petty cash fund.

4. Authorization

Each petty cash transaction must be signed by department heads or their designee authorizing the expenditure.

5. Special Circumstance Approval

If the dollar amount exceeds \$25, the Finance Officer must approve payment.

Check Requests

A check request is used for payments initiated by an invoice, statement, or reimbursement request. The request must include bids and quotes as required in Section 3.

Check requests should be in the form of an invoice or written request authorized by the department head. Checks are issued and approved at the council meeting on the second and fourth Tuesday of the month.

Procurement Card

Procurement card may be used for purchases as authorized and described in Section 7.

Section 3 Approval of Purchase

The **Department Head** or an approved designee's signature is required before processing requests. A department heads signature is required when ordering any item or service greater than \$5,000, and for **ALL** capital outlay expenditures. The attached listing will be used by Accounts Payable Department to verify authorized individuals and payment may not be made without an authorized signature. Initials or signature stamps are not to be used. The limits of authorization are to be considered the overall maximum City standards and the individual department heads may wish to establish their own internal authorization limits as long as they are within the City's standards. Any request for an exception to the above should be presented to the Finance Officer in memo form.

1. Summary of Required Approvals:

A. City Council

- 1) All agreements & contracts
- 2) All agreements with public bodies. (28 E)
- 3) Public improvements in excess of \$40,000.
- 4) All Expenditures over \$10,000 per transaction.
- 5) All travel and associated expenses over \$1,000.

B. City Administrator

- 1) Approval for purchase in excess of \$10,000, following bid/quote process by the Department Head.
- 2) Affirmative recommendation for all purchases requiring Council approval.
- 3) May develop additional requirements.
- 4) All travel and associated expenses over \$500.

C. Finance Officer

- 1) Approval for purchase in excess of \$5,000, following bid/quote process by the Department Head.
- 2) Affirmative recommendation for all purchases requiring City Administrator and Council approval.

D. Department Head

- 1) Signature for all purchases.
- 2) May authorize designated employee to sign for purchases under \$5,000 (excluding Capital Outlay items).

Section 4 Purchasing Process and Record Keeping Requirements

The general rules and conditions that follow apply to all purchases. Employees are expected to fully inform themselves as to the conditions, requirements and specifications for proper expenditure of funds. Failure to do so will be at the employee's risk and will not bind the Finance Department. **All requests for payment must show the Account Numbers to be charged and may not exceed budgeted limits unless prior approval via budget amendment.**

1. The small purchase (Under \$1,000)

Petty Cash (Under \$25)
Procurement Card
Check request
Invoice

2. Purchases from \$1,001 to \$5000

Procurement Card
Check request
Invoice

- Purchases in this range require a minimum of three quotation requests.
- Preference is for the written quotation, but properly obtained telephone or electronic mail quotations are acceptable. The summary of the results must be attached to the invoice or request for payment.
- In case of purchases such as chemicals and operating supplies, the City Administrator may pre-approve for periods not to exceed one year using a contract approved by the city council.

Departments are required to solicit quotations/bids from suppliers by making available the specifications and conditions of quoting or bidding. A minimum of three written quotations/bids must be received; if this is not possible only the Finance Officer may waive this requirement. Departments must maintain the following information as documentation:

- A. List of vendors receiving specifications.
- B. Specifications, conditions of quoting or bidding, including any addenda.
- C. Tabulation of the prices.
- D. Copies of three lowest quotes/bids.
- E. When required, bond and/or certificates of insurance.
- F. If deemed necessary, a signed document accepting the purchase orders or contracts.
- G. Correspondence concerning the purchase.

- H. A written record of any phone conversations concerning the purchase.
- I. A written explanation by the department head if the purchase is awarded to anyone other than the low bidder.

3. Purchases from \$5,001 to \$10,000

Check request

Invoice

Must be written bids or proposals

- a) List of bidders receiving specification
- b) Specifications, conditions or bidding, including any addenda
- c) Tabulation of bids
- d) Copies of three lowest bids
- e) When required, bond and/or certificates of insurance
- f) If deemed necessary, signed acceptance of purchase order of contract
- g) Correspondence concerning the purchase
- h) A written record of any phone conversations concerning the purchase
- i) When appropriate, copy of a letter notifying unsuccessful bidders
- j) A written explanation by the City Administrator if the contract is to be awarded to anyone other than low bidder

4. Purchases \$10,001 - \$25,000

Check request

Invoice

Must be written bids or proposals

- a) List of bidders receiving specification
- b) Specifications, conditions or bidding, including any addenda
- c) Tabulation of bids
- d) Copies of three lowest bids
- e) When required, bond and/or certificates of insurance
- f) If deemed necessary, signed acceptance of purchase order of contract
- g) Correspondence concerning the purchase
- h) A written record of any phone conversations concerning the purchase
- i) When appropriate, copy of a letter notifying unsuccessful bidders
- j) A written explanation by the City Administrator if the contract is to be awarded to anyone other than low bidder
- k) Record of City Administrator recommendation and City Council approval

5. Public Improvement of over \$40,000

Check request
Contract
Invoice

\$10,000 to \$40,000: City Administrator recommendation and City Council approval required to start the purchasing process and to affect the purchase or contract.

\$40,001 and above: City Council approval and compliance with State requirements.

Departments are required to obtain City Council approval before the purchasing process is started. This may be through the CIP and budgeting process or item approval. The following documentation is required and must be submitted for filing by the City Clerk:

- a) Copies of the approved plan, specifications, schedules and cost estimates
- b) Copy of notice to hold public hearing (if required)
- c) Copy of resolution approving plans and schedules and cost estimates, specifications authorizing City Clerk to advertise for bids (if required)
- d) Copy of notice to advertise for bids
- e) Copy of bidding specifications and addenda
- f) List of contractors receiving specifications
- g) Proposals from all bidders
- h) Tabulation of bids
- i) If desirable, attendance list at bid opening
- j) Internal and outside correspondence concerning the contract
- k) Signed tabulation sheet, account numbers to be charges if applicable
- l) Copy of purchase order or executed contract including performance bond, insurance, etc.
- m) Copies of letters notifying unsuccessful bidders and returning bid security
- n) A written explanation by the City Administrator, if the contract is to be awarded to anyone other than the low bid
- o) Any other information required by the City Council or the City Administrator or the State of Iowa

Section 5 Buy Local Policy

Statement of Purpose

This policy is adopted to give some preference to businesses that pay taxes and participate in our community. Their contributions should be rewarded by some recognition that they are sharing their revenues with the community in a variety of ways- taxes, jobs, donations to community organizations, etc. Preference should not be so great that it imposes unacceptable costs on the general taxpayer. The costs must be carefully weighed in relation to the benefits received.

In awarding bids, the City of Coralville encourages preference being given to local or Iowa based vendors/contractors. However, other factors may be considered in the award with relation to the quality, availability, specialty services, etc. and these may be taken into consideration when awarding bids. The final decision shall be made at the discretion of the Department Head, Finance Officer, City Administrator or the City Council.

Scope

The City of Coralville shall purchase goods and services from the lowest competent bidder. However, pursuant to the Code of Iowa, the City may consider waiving this requirement and purchasing goods or services from locally owned business located within the city if the cost and other considerations are relatively equal but not lowest.

Local business is defined as any business that owns or leases a building within the city limits of Coralville and uses the building for the conduct of actual business operations within the city.

Procedure

It is the policy of the City of Coralville to consider purchasing goods or services from locally owned businesses (as described above) when the cost and other considerations are relatively equal. The following scale shall be used in the clarification as to when the costs of goods and services are considered relatively equal:

1. 10% difference on purchases up to \$5,000 (maximum difference \$500)
2. Any item over \$5,000 (\$500 difference) **may** be purchased locally with the City Administrator approval using the 10% guideline

Section 6 Travel Policy

Statement of Purpose

When any employee travels on behalf of the City, whether it is for a conference, meeting, or seminar, the employee must seek approval prior to the event through the submission of a Business Travel Report. It is the expressed purpose of these policies and procedures to provide the employee with reasonable travel accommodations and related expenses, while maintaining a prudent spending policy. Such attendance and reimbursements of expenses are authorized in accordance with the guidelines and procedures outlined herein. It is each employee's responsibility to learn and abide by these rules.

Procedure

1. Approval of Business Travel Report

- A. Total dollar amounts indicated on the Business Travel Report determine the individuals authorized to approve the request.
 - \$499.99 or less must be approved by the Department Head/Supervisor and Human Resource/Risk Manager;
 - \$500 - \$999.99 must receive approval from the Department Head/Supervisor and the City Administrator;
 - \$1,000 or higher must receive approval from the Department Head/Supervisor, City Administrator, and the City Council.
- B. Requests requiring Council approval must be submitted early enough to:
 - Gain City Administrator's signature
 - Make it on the City Council Meeting Agenda
 - Receive Council approval prior to the actual meeting date.

2. Registration

- A. Registration is always the employee's responsibility. The employee shall fill out the form for the conference, seminar, meeting, etc.
- B. If a check is required with registration, the employee must notify Accounts Payable of this requirement.

3. Reimbursements

An employee will be reimbursed for travel and sustenance incurred when on authorized business for the City. All eligible expenses (mileage, transportation, food, lodging etc.) shall be paid according to the procedures set forth in the travel procedures in Appendix F.

4. Meal and Incidental Expenses (M&IE) Guidelines

Meals and Incidental Expenses (M&IE) will be set at a standard rate of \$30/day for in-state travel and \$40/day for out of state. M&IE rates include fees and tips to wait staff, porters, baggage carriers, bellhops, hotel maids, stewards and stewardesses, etc. The cost may be distributed among the meals in any manner as long as the daily total does not exceed the maximum. Receipts are not required for meals when travel involves an overnight stay.

On days of departure/return, the allowance is prorated according to the time and meal charts below:

On date of departure traveler must leave prior to:		In State	Out of State
6:00 AM	To claim breakfast	\$5.00	\$8.00
11:00 AM	To claim lunch	\$10.00	\$12.00
5:30 PM	To claim dinner	\$15.00	\$20.00
On date of return traveler must return after:		In State	Out of State
8:00 AM	To claim breakfast	\$5.00	\$8.00
1:00 PM	To claim lunch	\$10.00	\$12.00
7:30 PM	To claim dinner	\$15.00	\$20.00

Allowances for meals for non-overnight trips are limited to actual expenses not to exceed the specified amounts in the chart above. Detailed receipts must be submitted. Meal cost reimbursed to City employees for non-overnight trips will be subject to withholding and reported as taxable income in accordance with Internal Revenue Service regulations.

Alcoholic beverages and tobacco products are not reimbursable by the City and it is recommended that those items do not appear on receipt listings.

If meal expenses are for more than one person (i.e. hosting a business meeting) the employee shall include with the detailed receipt, a list of those in attendance and their connection to City related business.

Avoid Non-City related meal expenses on the City credit card (i.e. spouse meals.) The employee shall ask for separate checks whenever possible.

Employees receiving an M&IE allowance shall not use the City Credit Card for meal expenses.

5. Lodging

City of Coralville employees are expected to seek standard lodging accommodations that are comfortable, convenient, meet the City business need, and offer good value. Employees are encouraged to ask for the discounted rate when making reservations (i.e. the government or educational or corporate rate.) Employees are also to take advantage of reduced rates they may receive as attendees of a given conference or seminar including any free lodging.

If multiple hotels are available within the conference brochure and the employee does not choose the least expensive one, the employee shall provide justification for his/her decision. (i.e. if most expensive hotel is the conference site or the nearest available to the conference site.)

The City of Coralville will only pay for a single room charge for one City employee. If a double room is reserved, request a charge slip showing single room charges.

When completing an Business Travel Report the employee should be sure to include an accurate estimate of expenses for the room by including applicable local tax charges. The City does not have to pay state tax; however, most likely the employee will need to provide the hotel with a copy of the City's State tax exemption certificate which can be received from Accounts Payable.

If the hotel/motel charges one nights lodging prior to stay (i.e. preauthorization charge) let Accounts Payable know. This charge will appear on the next credit card statement which may precede the actual meeting date, therefore causing confusion as to what account should be charged.

Lodging for one night prior and/or after the authorized meeting shall be allowed if the schedule or location is such that it is inconvenient for the

employee to arrive or depart the same day the conference begins or terminates. This statement also applies if an earlier arrival or later departure date proves to be more cost effective. In such cases supportive documentation will be required.

When claiming hotel expense only the room charge and any city, state, or occupancy taxes are to be included. Room service, movie charges, spa/health club fees and personal phone calls are not reimbursable. An itemized checkout folio must be provided in order for hotel expenses to be reimbursed/paid. A credit card or hotel receipt showing only the total charge is not acceptable.

A. Sharing Rooms:

If employees of the same sex are traveling together, it is encouraged that they share a room.

If the employee is sharing a room with another person (or persons), he/she will attach any documentation and turn it into Accounts Payable that claims whether the person(s) traveled on City business or not. Other attachments shall include:

- If sharing with City employee(s) on City related business, the employee shall provide an attachment that lists the name(s) of the employee(s.)
- If sharing with person(s) from another institution, only the portion for the City employee should be claimed.
- If sharing with person(s) who are not on City related business, reimbursement will be limited to the single room rate. If claiming the single room rate, clear documentation of the single room rate must be provided. Acceptable materials include official housing information from conference materials or official verification of the single room rate provided by the hotel on hotel letterhead.

6. Transportation

Whenever possible the employee should use a City vehicle. Traveling employees using a City-Owned vehicle are expected to return the vehicle to the City with a full-tank of gasoline.

A. Mileage Reimbursement

Any employee traveling on City business and using his/her own personal vehicle may request reimbursement of actual gasoline expenses (receipts required) or a flat mileage reimbursement. If mileage is claimed, gasoline charges may not be claimed separately as they are factored into the mileage allowance.

An employee should be aware that the City's insurance policy WILL NOT provide coverage for travel in his/her personal automobile.

Mileage reimbursement at the rate equal to that rate set forth by the State of Iowa for government employees allowed in the following circumstances only:

- If a City vehicle is not available; or
- The roundtrip distance traveled is less than 100 miles or total trip time (travel and business included) is four hours or less.

Anytime the mileage claim exceeds \$300 or the travel time exceeds 8 hours, an airfare quote must be attached to the request. The mileage claim may not exceed round trip coach class fare for business days of travel plus ground transportation to and from airports.

Only authorized persons are to be drivers and passengers in vehicles operated for City business. Authorized persons include, customers, vendors, and fellow employees. Immediate family members should only be included as passengers upon prior approval of management.

B. Rental Vehicles

Renting vehicles is not commonly approved nor should be requested to be used. If requested, documentation of business necessity or proof that it is cheaper than taking taxi cabs, public transport, etc.

7. Incidental Expenses Incurred

When filling out the Business Travel Report, the employee should be sure to include accurate estimates of expenses. Incidental expenses incurred while at the destination city shall be reimbursed on an actual basis. This includes taxi cabs, bus fares, parking fees, bridge and toll fees, and transportation to and from the airport, train station, and bus terminals. Detailed receipts are to be provided wherever possible. No personal expenses are to be submitted for reimbursement

8. Cost Overruns

It is inevitable that there will be times expenses exceed the employee's estimates. When incurring a cost overrun, the employee shall submit the extra expenses with an explanation as to why they occurred.

9. Extra Days Stay

If the employee can show that by staying an extra day(s)/night(s) is cheaper due to flight costs with meals, lodging, etc. figured in, it is possible to be approved to stay the extra days. Make sure this request is already noted.

10. Cancellation

If the employee decides not to attend an approved conference, he/she shall contact the Human Resource/Risk Manager so that the file may be updated. The employee shall include in the notification exactly how the City is going to be reimbursed for any registration fees (i.e. credit, 10% refund fee, etc.). If 100% refund is not possible, the employee must submit a memo to the City Administrator explaining his/her reasoning for not attending. If the employee does not show proper justification, he/she may be held responsible for expenses the City is unable to be reimbursed.

11. Mandatory Compliance

A. Forfeiture of Claim

The failure to fully and timely comply with this policy shall result in the forfeiture of the right to reimbursement for any expenses claimed. It is expected that prudent judgment be used in approved anticipated or incurred expenses. Incurred but non-approved expenses will be the responsibility of the City employee.

B. Rejection of Claim

In the even that a claim for reimbursement is rejected for failure to comply with the requirements of this policy, the decision may be appealed by providing a request for review stating why reimbursement is appropriate under the provisions of this policy.

C. Violation

Violation of this policy may constitute a basis for employee discipline, including possible termination of employment.

12. Credit Cards

The City of Coralville has credit cards available for use by City employees for travel with advance approval as per this policy and procedures set forth in Appendix F. The employee may check out the MasterCard or Visa Card after signing a form with a Finance Department Representative or the Human Resource/Risk Manager. The credit card is to be returned to City Hall on their return from travel and signed back in. The employee will report immediately if a card is lost or stolen. Credit cards should be used for gas, airline tickets, food, and hotel accommodations. Registration fees should be charged to the credit card only as a last resort.

Attach all credit card receipts to the expense sheet for travel and document the date, location, and purpose of the trip. These must be turned over to Accounts Payable for processing. No personal expenses are to be charged to the City account.

Please Note: See Appendix F (in Employee Personnel Handbook) for more information.

Section 7 Procurement Card Policy

Statement of Purpose

The purpose of this policy is to provide a procedure in the purchasing process for the use of procurement cards for low-dollar routine purchases and to simplify and expedite the process of paying numerous vendors for these purchases. The procurement card program will provide users an effective and efficient way to purchase small-value items while insuring compliance with the purchasing policies of the City of Coralville.

The program is intended to provide documentation of small purchases at the department level and expedite payment to vendors.

The program is intended to eliminate numerous credit application forms and related records required to set up and maintain charge accounts with vendors.

The use of the procurement cards shall be in compliance with other Purchasing policies and procedures of the city. It is the responsibility of each cardholder to comply with these policies.

Scope

1. The procurement card shall be used when:
 - A. The items and/or services to be purchased are for the official use of the City of Coralville.
 - B. The types of items and/or services to be purchased are those established by the department manager and approved by the Finance Officer.
 - C. The cost of the proposed purchase does not exceed the small-value purchase transaction limit established by the Finance Officer.

Procedure

1. Application and Card Issuance
 - A. Employees and City Officials, upon approval from their Department Head, may apply for a procurement card by submitting a completed application. The Finance Officer shall review the application and approve/deny the request based upon employee status, frequency of purchases, overall business necessity, and other related factors.

- B. The applicant must read, understand and sign the Procurement Cardholder Agreement.
- C. If the applicant is an employee, the applicant's department manager must approve the application. If the applicant is a City official, the application must be approved by the City Council.
- D. The application will include the proposed limits for the card.
- E. The application will indicate whether the proposed card can be used for travel expenses.
- F. Applicants shall attend a training session prior to issuance of a card. Each card applicant will be provided a copy of the Procurement Card policies at the mandatory training session.
- G. New procurement cards are ordered as needed.

2. Use of Procurement Card & Transaction Records

- A. The cardholder will retain vendor's receipts, records of telephone and Internet orders and/or copies of mail orders and file for future reconciliation of the procurement card statement.
 - An original receipt or invoice from the vendor, or other verifying document must support each purchase transaction.
 - Cardholder shall confirm the security of proposed Internet order sites prior to placement of orders.
- B. The cardholder will receive a statement on a monthly basis. It is the cardholder's responsibility to attach the corresponding receipts and return the signed statement to the Finance Department in a timely manner which corresponds with the regular bill paying cycle.

3. Payment

A. Signature Authority

The signature of a person with the appropriate level of purchasing authority as designated by the department head must be included on the request for payment.

B. Accounts Payable Department

The Accounts Payable Department will process payments in accordance with the program policies and procedures, and the contract between the City and the card provider.

4. Disputed Charges

- A. It is the responsibility of each cardholder to resolve any discrepancies between the transaction receipts.
- B. All department managers shall have the authority to resolve disputes on behalf of cardholders in their respective work areas. This is intended to ensure timely resolution of disputes in work areas where cardholders' work schedules do not permit them to directly contact the card provider and/or vendors.

5. Program Violations

- A. **Unallowable purchases:** The cardholder will provide a written statement of explanation if an unallowable purchase appears on his or her statement.
- B. **Unacceptable Documentation:** The cardholder will provide required documentation upon notification to do so by the Finance Officer.
- C. **Late Submission of Procurement Card Reconciliation Documents and/or Failure to Resolve Disputes:** Late submissions and/or failure to resolve disputes may result in de-activation of the card.
- D. **Standards of Conduct Violations:** Conduct not complying with City standards will be reported to the City Administrator. In addition to card de-activation, violations may result in disciplinary action up to and including termination.
- E. **Repeated program violations will be reported to the Finance Officer, City Administrator and City Council.** In addition to temporary de-activation of the card, consequences of violations may include card revocation, payroll deduction for unallowable purchases and expenses that were not reconciled, and/or disciplinary action, up to and including employment termination.
- F. **The City procurement card shall not be used for personal identification or as a personal credit reference.**

6. Security

- A. Procurement cards are the property of the City Coralville.
- B. It is the responsibility of the cardholder to keep the procurement card in a safe location.
- C. Lost or stolen cards shall be immediately reported to the Finance Officer.
- D. Cardholder shall return cards to the Finance Officer when employment with the City is terminated.

7. Transaction Dollar Limits and Excluded Items

- A. Department managers will establish card limits for cardholders in their respective departments.
- B. Purchases are limited to a single transaction limit as determined in each employee's Cardholder Agreement.
- C. The procurement card shall not be used for the following types of transactions:
 - 1) Cash advance.
 - 2) Travel expenses related to spouses or other non-covered persons.
 - 3) Items for personal use that would not be reimbursable to the City.
 - 4) Rental or lease of land or buildings.
 - 5) Rental or lease of motor vehicles unless pre-approved in conjunction with travel expenses.
- D. The City procurement card shall not be used for personal identification or as a personal credit reference.
- E. Personal expenses processed on a City procurement card are considered to be in violation of the program policies and are subject to disciplinary action up to cardholder termination.

Roles and Responsibilities

It is the responsibility of all City employees to meet the highest ethical standards, and that standard is a part of the City's procurement card program. All participants in the program are responsible for conducting themselves in such a way as to exemplify the public trust that they hold.

1. Finance Officer (or Finance Dept. employee as designated by the Finance Officer)
 - a) It is the responsibility of the Finance Officer to coordinate the card application process and to keep a record of all cardholders.
 - b) It is the responsibility of the Finance Officer to coordinate training sessions and keep a record of those who have completed training.
 - c) It is the responsibility of the Finance Officer to handle issues with the card provider and cardholders regarding changes in cardholder status.
 - d) It is the responsibility of the Finance Officer to provide policy and procedure revisions to each department manager.
 - e) It is the responsibility of the Finance Officer to recommend appropriate action in the event of unauthorized use of a card.

2. Finance Department

- a) It is the responsibility of the Finance Department to provide transaction reports to department managers in accordance with the procedures established to comply with the contract between the City and card provider.
- b) It is the responsibility of the Finance Department to process payment in accordance with the program policies and the contract between the City and the card provider.
- c) It is the responsibility of the Finance Department to handle questions concerning payment procedures and transaction reports.
- d) It is the responsibility of the Finance Department to report all variances from policies and procedures to the Finance Officer.

3. Department Manager

- a) The department manager is the primary contact person for the Finance Officer, the Finance Department, and the card provider for all accounts in his or her department.
- b) It is the responsibility of the department manager to promptly distribute transaction reports to the cardholders in his or her department.
- c) It is the responsibility of the department manager to reconcile, sign, and approve the summary transaction report for his or her department and to return it to the Finance Officer in accordance with the procedures established to comply with the contract between the City and the card provider.
- d) The department managers shall have the authority to resolve disputes in accounts within their department.
- e) It is the responsibility of the department manager to ensure that all disputes are resolved in accordance with the program guidelines.
- f) It is the responsibility of the department manager to report any discrepancies between the transaction report and transaction receipts to the Finance Officer in accordance with the procedures established to comply with the contract between the City and the card provider.
- g) It is the responsibility of the department manager to notify the Finance Officer when a cardholder in his or her department is no longer eligible for the program or will no longer be participating in the program.
- h) It is the responsibility of the department manager to report any variances from program policies to the Finance Officer.

4. Cardholder

- a) It is the responsibility of the cardholder to know and to comply with program policies and procedures as well as those of his or her department.

- b) It is the responsibility of the cardholder to ensure that funds have been properly budgeted and are available to pay for the items and/or services being purchased.
- c) It is the responsibility of the cardholder to keep informed about policy and procedure revision information.
- d) It is the responsibility of the cardholder to verify that the quantity and quality of the items and/or services purchased are in compliance with the agreement, whether verbal or written, with the vendor.
- e) It is the responsibility of the cardholder to notify the vendor, when applicable, that the purchase is tax exempt and to ensure that such taxes are not added to the prices of items and/or services purchased. Tax exempt cards and forms will be issued to all cardholders to present to vendors.**
- f) It is the responsibility of the cardholder to instruct the vendor to include the required information on the shipping document.
- g) It is the responsibility of the cardholder to report any discrepancies between the transaction report and transaction receipts to his or her department manager in accordance with the procedures established to comply with the contract between the City and the card provider.
- h) It is the responsibility of the cardholder to report any variances from program policies to the Finance Officer.

Section 8
Federal Transit Administration Policy

Statement of Purpose

All procurement utilizing Federal Transit Administration funding shall include the City of Coralville General Conditions and Instructions to Bidders and Instructions, Conditions and Certifications (See Federal Transit Administration attachments A & B).

Protest procedures for bidders are included with the instructions, conditions and certificates.

Section 9 Emergency Purchase Policy

Statement of Purpose

Emergency purchases are allowed when an event interrupts the normal administration of municipal services. The purchase of supplies, materials, equipment or services may be done so without regard to normal purchasing policies to protect the health and welfare of the public. The City Administrator shall report to the City Council at the earliest possible time of the details of any emergency purchases.

Scope

In the event that emergency purchases are deemed necessary, the City Administrator shall have the authority to make any necessary purchase as well as grant purchasing requests by employees and City officials.



THE CENTRAL PURCHASING POLICY

Under the control and direction of the Finance Officer there shall be established a centralized purchasing system for City of Coralville departments. The goal of this centralized function is to provide quality service and responsible spending, while consolidating the purchases of similar items for City departments combining volume, producing lower costs, improved quality, and better service. This policy recognizes the lowest reasonable purchase price, quality, product/service reliability, timeliness, reliability of delivery, customer service, reliable after sales service and environmental considerations are equally important, and in compliance with our approved Purchasing Policy.

Items, may include, but are not limited to, office supplies, printing, paper supplies, etc. that are used by numerous departments. A contract is awarded to one vendor and all departments purchasing that type of item must use that vendor. These city-wide contracts are usually bid by The Central Purchasing Department.

All purchases shall be made in accordance with the City of Coralville's Accounting & Purchasing Policy. Purchasing policy and practice is under review of the Finance Officer.



The Centralized Purchasing Department is responsible for the following:

- Coordinate centralized purchasing system.
- Consolidate a list of similar items and services for all City of Coralville departments. Assist departments in determining needs.
- Write proposals. Determine contract period.
- Maintain list of Vendors desiring to transact business with the City. Invite businesses to submit bids.
- Schedule bid openings.
- Obtain quotations.
- All eligible purchases, from all departments, shall be purchased from contracted vendors.
- Award contract. Determine best company for the City. Review price, customer service, quality, product availability, delivery time, online ordering, and procurement card purchasing availability. Provide advice and guidance on purchasing matters, and act as a source of reference for purchasing practice.



The Department Head is responsible for the following:

- Department heads, or one representative from each department, are responsible for the purchasing arrangements of goods and services charged to budgets and accounts under their control, and for ensuring they comply appropriately with their legal obligations.
- All purchases eligible under the contract shall be purchased from the approved vendor.
- Invoices or procurement card purchases are paid as per the City of Coralville Accounting and Purchasing Policy.

Employees, authorized by the Department Head to make purchases, are encouraged to report the following:

- New sources of supply, new products or services that may meet our needs
- Instances of outstanding good works by suppliers
- Ideas for further streamlining and improving our efficiency.

The City reserves the right to make awards based on the entire bid or on an individual basis. The City of Coralville may also utilize state and national government contracts. All purchases shall be made in accordance with the City of Coralville Accounting and Purchasing Policy.

Decentralized Purchasing is allowed by Department heads or a representative from each department while adhering to the City of Coralville Accounting and Purchasing Policy. Decentralized buyers are allowed to make decentralized requisitions for purchases of restricted items.



4/24/06

CITY OF CORALVILLE ACCOUNTABLE PLAN

Part I: Accountable Plan

The City of Coralville desires to establish an expense reimbursement policy to allow for the purchase and cleaning of clothing intended for the express purpose of duty related activity for the Police Department. This policy is pursuant to IRS Reg. 1.62-2 and shall be implemented with the following terms and conditions:

1. Advances will be made per the Police Officers Union Contract. Annual amounts per employee classification shall be set by the City Administrator and will remain status quo until action is taken otherwise. In cases where the Coralville Police Officers Association Contract is in conflict with set amounts, the contract shall take precedence.
2. Except as otherwise noted in Part II below, all sworn police officers within the Coralville Police Department shall be reimbursed for expenses incurred on behalf of the City of Coralville for the following duty related items:

Officers predominantly assigned to the Patrol Division

Professional Cleaning Service of city issued uniform
Professional tailoring/repair/mending services
Pre-authorized duty related wear

Officers predominantly assigned to plain clothes positions

Suit / Sport Coat
Dress Slacks or Business Casual – No denim (Drug Task Force seek pre-authorization)
Dress Shirts & ties
Dress shoes & belts
Dress Overcoats
Professional Cleaning Service
Professional tailoring/repair/mending services
Pre-authorized duty related wear

3. Reimbursements must be adequately substantiated with original receipt that includes:
 - Date of Purchase
 - Description of Item
 - Amount of Purchase
4. Under no circumstances will the City of Coralville reimburse employees for expenses incurred on behalf of the City that are not properly substantiated.

5. **DEADLINE:** All expenses for the current year must be substantiated prior to the time sheet due date of the last pay period of the calendar year.

Part II: Exceptions to Accountable Plan

Notwithstanding any term or condition in Part I of this document, the following expenses are **not** considered to be covered under this accountable plan:

1. socks
2. training gear/athletic wear
3. non-issued special assignment clothing (***unless pre-authorized***)
4. outerwear accessories (gloves; hats; scarves; etc.)
5. winter/inclement weather footwear (snow boots)
6. coats/jackets other than dress overcoats cited in Part I
7. jewelry including but not limited to cuff links; lapel pins; and tie tacks
8. under garments
9. any clothing purchased that is not intended nor worn for the express purpose of duty related activity

Part III: Non-Accountable Plan

1. Employees understand that this requirement is necessary to prevent our expense reimbursement plan from being classified as a “non-accountable” plan.
2. Advances that are not substantiated by the deadline stated above will be classified as “non-accountable”.
3. If, in a calendar year, the amount advanced to the employee exceeds the substantiated expenses, the excess paid will be included in the employee’s taxable gross income for such calendar year.

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**Quick Reference Guide to Purchasing
City of Coralville Reference Guide to Purchasing**

Dollar Value	Description	Approval Necessary	Purchasing Process / Payment Method	Council	Exceptions
Under \$25	Commodities Gen. Services	Department Head or employee designated by Dept. Head	Petty Cash, check, or purchasing card	None	
\$26 - \$500	Commodities Gen. Services Professional Services	Department Head or employee designated by Dept. Head	Check or purchasing card	None	
\$501-\$5,000	Budgeted Commodities General Services Professional Services	Department Head or employee designated by Dept. Head	Minimum three price quotes. Telephone quotes accepted. Check or purchasing card if limit allows	None	* Legal services * Marketing & Consulting
\$5,001-\$10,000	Budgeted Commodities General Services Professional Services	Department Head Finance Officer	Minimum three written bids/ proposals. Invoice & check. Bids or proposals are encouraged but not required.	None	* Legal services * Marketing & Consulting
\$10,001-\$25,000	Budgeted Commodities General Services Professional Services	Department Head, Finance Officer City Administrator, City Council	Minimum three written quotes / proposals. Purchase & payment approved on same consent. Invoice & check Does not require bids or proposals.	Consent	* Legal services * Marketing & Consulting
Over \$25,000 Non-CIP	Commodities	Department Head, Finance Officer City Administrator, City Council	Minimum three written price bids / proposals. Model specs from Attorney Purchase & payment approved on same consent. Invoice & check	Consent	
Public Improvements \$10,000 - \$40,000	Public Improvements	City Administrator, City Council	Contract approved by Attorney prior to council.	Consent	
\$40,000 - \$100,000	Public Improvements	City Council, State requirements	Competive Quotes / Construction Agreement	Consent	
Over \$100,000 CIP		City Council, State requirements	Public Bid Process	Agenda	
Any amount	Payments on contract	City Council	Invoice & check	Consent	

Dollar Value refers to individual item cost not total cost. Excludes shipping and handling costs

- Commodities:** Equipment, materials, supplies, and other tangible goods
- General Services:** All contractual services not included in professional services Ex: Aaramark, Quality Care
- Professional Services:** Architectural, engineering and related design services. Legal services, medical services & other consulting services
All services should have a written agreement. Sometimes is an annual agreement.
Does not require bids or proposals.
- * Legal Services should have an agreement but does not go on consent.
 - * Services such as marketing & consulting with monthly payments agreed to in the agreement do not go on agenda since council approved the monthly payments via the agreement.
- Payment made on contract & agreements for Professional Services must be approved on consent.
Agreement says no payment until work is complete and approved by council.

Agreements under \$10,000 may be executed by the City Administrator. Over \$10,000 require council approval.

All non-budgeted purchases must have prior budget amendment approval.

Procurement Cardholder Agreement

The use of the City of Coralville procurement card for small-value purchases is a standard procedure of the city.

I have read and understand the City of Coralville Procurement Card Policy.

I will be expected to use the City of Coralville procurement card issued to me as directed by my supervisor under the provisions of the standard purchasing policy of the city.

I will be responsible for reconciliation and the submittal of all receipts from use of my procurement card.

I will not permit another person to use the City of Coralville procurement card issued to me. Any such purchases made with my card will be considered to have been made by me and will be my responsibility.

I will be responsible for the safekeeping of the City of Coralville procurement card issued to me and, if lost, will report its loss immediately to my supervisor.

I understand that my personal credit will not be affected by any use of the City of Coralville procurement card.

I understand that in the event of termination of my employment with the City of Coralville, my final payroll check will be retained subject to the return of the City of Coralville procurement card to my supervisor.

The use of the City of Coralville procurement card to purchase goods and services for other than the official use of the City of Coralville is fraudulent use and is subject to disciplinary action and/or termination of employment as may be determined by the City Administrator, as well as to legal action to recover losses incurred by such use.

I have read, understand, and agree to the conditions above:

Cardholder Name (Please print)

Card Account Number

Date Issued to Cardholder

Cardholder's Signature

Department Head Authorization

Finance Officer's Signature

Date Card Returned

ACCOUNTABLE PLAN – CLOTHING ALLOWANCE

I _____ certify that I received a payment of
\$_____ on _____ for 2009 Clothing Allowance. I confirm
that I spent said monies in compliance with the Accountable Plan adopted by the City
Council on June 23, 2009.

NAME _____	CONFERENCE TITLE _____	TRAVEL DAYS _____
DEPARTMENT _____	DESTINATION _____	DEPART DATE/TIME _____
ACCOUNT # _____	A.P. _____ D.H. _____ C.C. _____ P.F. _____	RETURN DATE/TIME _____

PURPOSE _____

EXPENSES	ESTIMATED TRIP COST			ACTUAL TRIP COST			PAID BY			
	Qty	Rate	Cost	Qty	Rate	Cost	Credit Card	Account Payable	Advance	Employee
*REGISTRATION										
*MILEAGE										
Flight			\$0.00			\$0.00				
City Auto			\$0.00			\$0.00				
Personal Vehicle			\$0.00			\$0.00				
Taxi; Bus; Shuttle			\$0.00			\$0.00				
MEALS & IE										
Meals on Depart Day			\$0.00			\$0.00				
Full Per Diem Days			\$0.00			\$0.00				
Meals on Return Day			\$0.00			\$0.00				
*Meals for non-overnight travel			\$0.00			\$0.00				
*LODGING			\$0.00			\$0.00				
*MISCELLANEOUS (enter detail below)			\$0.00			\$0.00				
			\$0.00			\$0.00				
			\$0.00			\$0.00				
			\$0.00			\$0.00				
			\$0.00			\$0.00				

BUSINESS TRAVEL REPORT

*Receipts and/or documentation must be attached.

TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Council Approval Required? Yes No Comments:

Requesting an Advance? Yes No (Enter the advance amounts under the advance column above prior to submitting for approval)

EMPLOYEE TRAVEL ACKNOWLEDGEMENT

I agree to verify the accuracy of all travel expenses and to forward this statement along with supporting receipts (the receipts are to be descriptive documents from the vendors) to the appropriate authority within 5 business days of my return. I understand that failure to comply with travel policy may result in either non-reimbursable expenses or a taxable reimbursement. I also authorize deduction from my paycheck for any unused travel advance or non-reimbursable expenses.

Employee Signature: _____ Date: _____

TRAVEL AUTHORIZATION		EXPENSE AUTHORIZATION (Signatures required when final expenses submitted)			
Department Head/Supervisor _____	Date _____	Employee _____	Date _____	Date _____	Date _____
Human Resource/Risk Manager _____	Date _____	Department Head/Supervisor _____	Date _____	Date _____	Date _____
City Administrator _____	Date _____	Date _____	Date _____	Date _____	Date _____

**CITY OF CORALVILLE
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

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INSTRUCTIONS TO BIDDERS

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The general rules and conditions which follow apply to all proposals 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 proposals; failure to do so shall be at the bidder's own risk.

Bids and contracts issued by the City of Coralville 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. 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.

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

Finance Officer
City of Coralville
P.O. Box 5127
Coralville, Iowa 52241

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

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

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

4. 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.

5. TRADE SECRETS OR PROPRIETY INFORMATION. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld if clearly identified as such in the proposal.

6. FAILURE TO RESPOND. If a vendor does not intend to bid on a request for proposal received, the vendor shall respond with a notice of "NO BID" by the specified proposal date. Failure to respond to a request for bid may be considered cause for removing that vendor from the City's Vendor List.

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 such additional bid or bids are properly submitted on the bid forms. Extra sets of specifications and/or bid forms may be obtained upon request at the Finance Officer - City Hall.

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 Coralville upon any debt or contract, or has failed to perform faithfully any previous contract with the City. The bidder, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these 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 his/her bid, Bidder certifies that no member of the governing body of the City of Coralville, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board or Corporation controlled or appointed by the City Administrator or Council has received or has been promised, directly or indirectly, any financial benefit related to this contract.

13. EQUAL EMPLOYMENT OPPORTUNITY. All bidders are subject to and must comply with the provisions of the City's EEO policy and applicable state and federal anti-discrimination laws. The City encourages equal employment opportunity to businesses owned and controlled by minorities or women. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. 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 mailed to those bidders who enclose a stamped, self-addressed

envelope with their bid.

B. BONDS AND INSURANCE

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

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

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

The bid security shall be made payable to the CITY OF CORALVILLE, IOWA, and shall be forfeited to the City of Coralville 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 Coralville, 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. PERFORMANCE BOND. When required, the successful bidder shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.

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

a. Certificate of Insurance: Cancellation or Modification

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

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.

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

b. Minimum Coverage

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:

Type	Per Person	Per Accident
Comprehensive		
General Liability		
(1) Bodily Injury	\$250,000	\$500,000
(2) Property Damage		\$100,000
Motor Vehicle Liability & Property Damage Insurance:		
(1) Bodily Injury	\$250,000	\$500,000
(2) Property Damage		\$100,000

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

c. Hold Harmless: Endorsement Required

(1) The Contractor shall indemnify, defend and hold harmless the City of Coralville 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.

(2) It is further specifically stipulated that the Contractor's insurance coverage shall include an endorsement that, with regard to Contractor's insurance coverage, the Contractor shall never assert any claim against the City, its officers or employees, arising in any way from this agreement.

(3) Contractor is not, and shall not be deemed to be, an agent or employee of the City of Coralville, 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 to bidders of record. 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 within a reasonable time prior to the bid date.

4. Year 2000 Compliance

The product(s), when used in accordance with its specifications and documentation, shall:

- Identify and process date and time data without causing any processing interruptions, abnormal terminations or changes in performance level, characteristics or functionality of the product(s), and,
- Identify, process and manipulate all date and time data related functions correctly (including leap year calculations, day-in-year calculations, day-of-the-week calculations, and week-of-the-year calculations), and,
- Correctly handle date and time related data, before, on and after January 1, 2000, including, but not limited to accepting input, providing date data output (if applicable), and performing outgoing operations on dates and portions of dates, including but not limited to calculating, comparing and sequencing of dates (in both forward and backward operations spanning century boundaries), and,
- Correctly store and provide output of all date and time data in a manner that is unambiguous as to century.

D. AWARD OF CONTRACT

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

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

The quality, availability, adaptability and life cycle costing of the commodities and/or service.

Guarantees and warranties.

Ability, capacity and skill to provide the commodities and/or service required within the specified time.

Ability to provide future maintenance and service.

Character, integrity, reputation, experience and efficiency.

Quality of performance of previous and/or existing contracts.

Previous and existing compliance with laws and ordinances relating to contracts with the City and to the bidder's employment practices.

- (-) Whether the bidder is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
- (-) If reasonable doubts arise as to bidder's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
- (-) Such other relevant information as may be secured by the City.

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

2. LOCAL PURCHASES. Unless otherwise specified, cost and other considerations being equal, local firms (i.e. an office in Coralville) shall be given first consideration for the purchasing of goods or services.

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. Erasures or changes in bids shall be initialed.

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. CONTRACT ALTERATIONS. No alterations or variables in the terms of a contract shall be valid or binding upon the City unless authorized in writing by both parties.

4. 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.

5. 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.

6. 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.

7. 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.

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.

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

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

10. 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.

11. INDEMNITY. The Contractor shall indemnify, defend and hold harmless the City of Coralville 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 Coralville.

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 uncopyright composition, secret process, patented or unpatented invention, article 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, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City, the State of Iowa, and the Federal Government.

12. 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.

13. NON-DISCRIMINATION. Contractor shall not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, gender identity, sexual preference, disability, marital status, or age, or otherwise commit an unfair employment practice. Contractor further agrees that this non-discriminatory agreement shall be incorporated by the Contractor in all contracts entered into with suppliers of commodities and/or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

F. DELIVERY PROVISIONS

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

2. RESPONSIBILITY FOR COMMODITIES AND/OR

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

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

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

4. TIME OF DELIVERY. Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposals. 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 in duplicate to:

Finance Officer
City of Coralville
P.O. Box 5127
Coralville, Iowa 52241

4. TAXES. The City of Coralville is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Coralville within the State of Iowa. The City 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.

Contractors shall bill the City, including tax, for contracts pertaining to the alteration, construction or repair of real property. The Contractor shall provide the necessary Iowa Department of Revenue Contractor's Statement (one contractor's statement for each subcontractor). The City shall then contact the State of Iowa for tax reimbursement.

Contractors and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

INSTRUCTIONS, CONDITIONS AND CERTIFICATIONS

MANDATORY CLAUSES**ALL CONTRACTS****Certificate of Compliance** - (Certification Form Enclosed, A-1)

Bidders are required to properly sign and submit the enclosed "Certificate of Compliance with Bid Specifications." Signing this form obligates the Bidder to all requirements of this solicitation and assures that the Bidder shall deliver each item bid in a manner that conforms with or exceeds federal, state and City of Coralville minimum requirements, which are herein, delineated.

Federal Financial Assistance (\$500,000)

Bidders should note and be aware that this procurement is subject to a grant agreement between the City of Coralville and the Federal Transportation Administration (FTA). In conducting and executing this procurement, the City of Coralville and the Contractor shall be bound and comply with the terms and conditions of said contracts.

The project is authorized under either 49 USC Section 5307 or 5309. This project is funded by the FTA and its participation is ____% of the total project cost up to a maximum dollar participation of \$_____.

Notice of Federal Requirements

This project is funded, in part, by the FTA capital grant. This project is, therefore, subject to all Federal Requirements as specified in the Grant Agreement between the FTA and the City of Coralville (recipient). The recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement was executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Contractor is hereby notified that Federal requirements may change and the changed requirements will apply to this project as required. All Federal limits or standards set forth by this Agreement to be observed in the performance of the project are minimum requirements.

DBE -FTA Master Agreement, Sec. 12 (d).

The Recipient agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

- (1) The Recipient agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
- (2) The Recipient agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Recipient's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of

the Grant Agreement or Cooperative Agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Grant Agreement or Master Agreement. Upon notification to the Recipient of its failure to implement its approved DBE program, the U.S.DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

Record Retention - FTA Master Agreement, Sec. 8 (c)

c. Record Retention: The Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Project as the Federal Government may require during the course of the Project and for three years thereafter.

Nondiscrimination in Federal Transit Programs Sec. 12 (a)

The Recipient agrees to comply, and assures compliance by each third party contractor at any tier and each subrecipient at any tier under the Project, with the provisions of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

Energy Conservation - FTA Master Agreement Sec.26

The Recipient agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321 *et seq.*

Equal Employment Opportunity - FTA Master Agreement Sec. 12 (c)

c. Equal Employment Opportunity: The Recipient agrees to comply with, and assures the compliance by each third party contractor at any tier and each subrecipient at any tier, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. Those equal employment opportunity (EEO) requirements include, but not limited to, the following:

(1) General Requirements: The Recipient agrees as follows:

(a) The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient also agrees to comply with any implementing requirements FTA may issue.

(b) If the Recipient is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Failure by the recipient to carry out the terms of that EEO program shall be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification to the Recipient of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal financial assistance in accordance with Section II of this Master Agreement, or other measures that may affect the Recipient's eligibility to obtain future Federal financial assistance for transportation projects.

(2) Equal Employment Opportunity Requirements for Construction Activities. With respect to construction activities, the Recipient agrees to comply, and assures the compliance by each third party contractor at any tier and each subrecipient at any tier, with all applicable EEO

requirements of U.S. Department of Labor (U.S.DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and any Federal Statutes, executive orders, regulations and Federal policies pertaining to construction undertaken as part of the Project.

Cargo Preference - Use of US Flag Vessels - FTA MA Sec. 14 (b)

The Recipient agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference - U.S. Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.

Audit of Recipients - FTA Master Agreement Sec. 10 (b)

The Recipient acknowledges and agrees as follows:

(1) Audit Requirements. Each Recipient agrees to have performed the financial and compliance audits required by the Single Audit Amendments of 1996, 31 U.S.C. §§7501 *et seq.*, in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and OMB A-133 Compliance Supplement provisions for the Department of Transportation, April 1999, and any further revision or supplement thereto. In addition, the Recipient agrees to obtain any other audits required by the Federal Government. Project closeout will not alter the Recipient's audit responsibilities.

(2) Audit Costs. Audit costs for Project administration and management are allowable to the extent authorized by OMB Circular A-87, Revised; OMB Circular A-21, Revised; OMB Circular A-122, Revised, or 48 C.F.R. Chapter I, Subpart 31.2, as applicable.

Environmental Requirements - FTA Master Agreement Section 25

The Recipient recognizes that many Federal and State laws imposing environmental, and resource conservation may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and scattered sections of 29 U.S.C.; the Federal Water Pollution Act, as amended, 33 U.S.C. §§ 1251 *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq.* and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 *et seq.* The Recipient also recognizes that the U.S. EPA, FHWA and other agencies of the Federal Government have issued, and in the future are expected to issue regulations, guidelines, standards, orders, directives or other requirements that may affect the Project. Thus, the Recipient agrees to comply, and assures the compliance by each subrecipient and each third party contractor, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern to the FTA and the Recipient. The Recipient agrees that this list does not constitute the Recipient's entire obligation to meet all Federal environmental and resource conservation requirements.

a. Environmental Protection. The Recipient agrees to comply with applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969 as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

b. Air Quality. The Recipient agrees to comply with all applicable regulations, standards or orders implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* As follows:

(1) The Recipient agrees to comply with applicable requirements of U.S. EPA regulations "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the Recipient agrees to implement each air quality mitigation and control measure incorporated in the Project. The Recipient agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project set forth in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the Recipient should be aware that the following U.S. EPA regulations may apply to its Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Recipient agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

c. Clean Water. The Recipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 U.S.C. §§ 1251 *et seq.* Among other things:

(1) The Recipient agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U. S. C. §§ 300h *et seq.*

(2) The Recipient agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

d. Use of Public Lands. The Recipient agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, State, or local significance may be used for the Project unless FTA makes the specific findings required by 49 U.S.C. § 303.

e. Wild and Scenic Rivers. The Recipient agrees to comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 *et seq.* relating to protecting components of the national wild and scenic rivers system.

f. Coastal Zone Management. The Recipient agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq.*

g. Wetlands. The Recipient agrees to comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. § 4321 note.

h. Floodplains. The Recipient agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order no. 11988, as amended, "Floodplain Management" 42 U.S.C. § 4321 note.

i. Endangered Species. The Recipient agrees to comply with the protections for endangered species of the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 *et seq.*

j. Historic Preservation. The Recipient agrees to facilitate compliance with Federal historic and archaeological preservation of section 106 of the national Historic Preservation Act, as amended, 16 U.S.C. § 470f; Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469-1 *et seq.* as follows:

(1) In accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Recipient agrees to consult with the State historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of any such properties that will be affected.

(2) The Recipient agrees to comply with all Federal requirements to avoid or mitigate adverse effects on those historic properties.

k. Environmental Justice. The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.

l. Mitigation of Adverse Environmental Effects. Should the Project cause or result in adverse environmental effects, the Recipient agrees to take all reasonable steps to minimize those effects as required by 49 U.S.C. § 5324(b), and any other applicable Federal laws and regulations, including 23 C.F.R. Part 771 and 49 C.F.R. Part 662. The Recipient agrees to implement all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and documents required by 49 U.S.C. § 303) and agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or a record of decision. The Recipient agrees that those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. As soon as the Federal Government and the Recipient reach agreement on any deferred mitigation measures, the Recipient agrees that those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The Recipient agrees that any mitigation measures agreed upon by it and the Federal Government may not be modified or withdrawn without the express written approval of the Federal Government.

Buy America - FTA Master Agreement, Sec.14(a).

(Certification Form Enclosed, A-2) The Recipient agrees that it will comply with 49 U.S.C. § 5323(j), FTA regulations, "Buy America Requirements" 49 C.F.R. Part 661 and implementing guidance FTA may issue.

Employee Protections.- FTA Master Agreement Sec.24.

(a) Construction Activities. The Recipient agrees to comply, and assures the compliance by each third party contractor at any tier and each subrecipient at any tier with, the following employee protection requirements for construction employees:

- (1) Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), the Davis-Bacon Act, 40 U.S.C. §§ 276a through 276a(7), and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;
- (2) Contract Work Hours and Safety Standards Act, as amended, in particular with the requirements of section 102 of the Act, 40 U.S.C. §§ 327 - 332; and U.S.DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and with section 107 of the Act, 40 U.S.C. § 333, and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and
- (3) Copeland "Anti-Kickback" Act, as amended. 18 U.S.C. § 874 and 40 U.S.C. § 276c, and U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.

b. Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance by each third party contractor at any tier and each subrecipient at any tier, with any applicable employee protection requirements for nonconstruction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 - 332, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

c. State and Local Government Employees. The Recipient agrees that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 206 and 207, apply to employees performing work involving commerce, and apply to any state or local government employees that are public transit authority employees. The Recipient, including a State or local government, agrees to comply with the Fair labor standards Act's minimum wage and overtime requirements for such employees performing work in connection with the Project.

d. Transit Employee Protection Arrangements. If the Grant Agreement or Cooperative Agreement indicates that transit employees protective arrangements required by U.S. DOL apply to transit operations performed in connection with the Project, the Recipient agrees to comply with the applicable requirements for its Project as follows:

- (1) Standard Transit Employee Protective Arrangements. To the extent that transit operations are involved in the Project, the Recipient agrees to implement the Project in compliance with terms and conditions determined by the Secretary of Labor to be fair and equitable to protect the interests of any employees affected by the Project and meet the requirements of 49 U.S.C. § 5333(b), and DOL guidelines," Section 5333(b), Federal Transit Law, "29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in U.S.DOL's certification of transit employee protective

arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement and Cooperative Agreement. The requirements of this Subsection 24.d(1) of this Master Agreement do not apply to elderly and persons with disabilities authorized by 49 U.S.C. § 5310(A)(2) or to nonurbanized area formula projects authorized by 49 U.S.C. § 5311; separate requirements for those projects are contained in Subsections 24.d(2) and 24.d(3) of this Master Agreement.

(2) Transit Employee Protective Arrangements for Projects for the Elderly and Persons with Disabilities Authorized by 49 U.S.C. § 5310(a)(2). To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protection arrangements required by 49 U.S.C. § 5333 (b) are necessary or appropriate for public body subrecipient under this Project, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the Secretary of Labor necessary to meet the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of transit employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

(3) Transit Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revision thereto.

Project Identification- FTA Master Agreement, Sec. 37(b). The Recipient agrees that each tangible product resulting from the Grant Agreement or Cooperative Agreement shall be labeled with an appropriate sign or designation stating that the Project has been financed with Federal assistance provided by the U.S. Department of Transportation, Federal Transit Administration. Unless waived by FTA, this requirement applies to all equipment, hardware, construction, reports, data, or any similar items produced under the Grant Agreement or Cooperative Agreement.

Insurance - FTA Master Agreement, Sec. 20

In addition to other insurance requirements that may apply, the Recipient agrees as follows:

- (a) Minimum Requirements. At a minimum, the Recipient agrees to comply with the insurance requirements normally imposed by its state and local governments.
- (b) Flood Hazards. To the extent applicable, the Recipient agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect any Project activity involving construction or acquisition having an insurable cost of \$10,000 or more.

Right of the Government to Terminate- FTA Master Agreement, Sec. 11.

Upon written notice, the Recipient agrees that the Federal Government may suspend or terminate all or part of the Federal financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or Cooperative Agreement, or if the Federal Government determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of the Grant Agreement or Cooperative Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement. Termination of any Federal financial assistance for the Project will not invalidate obligations properly incurred by the Recipient before the termination date, to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable and appropriate use of the Project real property, facilities, or equipment, or has failed to comply with the terms of the Grant Agreement or Cooperative Agreement, the Federal Government reserves the right to require the Recipient to refund the entire amount of Federal funds provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project Time Period established for this Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement.

Disputes, Breaches, Defaults, or Other Litigation - FTA Grant Agreement, Sec. 41.

The Recipient agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to FTA. The Recipient agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA before doing so.
- b. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of any proceeds derived from any third party recovery, except that the Recipient may return any liquidated damages recovered to the Project Account in lieu of returning the Federal share to the Federal Government.
- c. Enforcement. The Recipient agrees to pursue all legal rights available under any third party contract.
- d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving Project and the Recipient.
- e. Alternative Dispute Resolution. FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

Debarred & Suspension - FTA Master Agreement, Sec.3 (b).(Certification Form Enclosed, A-3)

The Recipient agrees to comply, and assures the compliance by each of its third party contractors and subrecipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S.DOT regulations on Debarment and Suspension, 49 C.F.R. Part 29.

Ethics - FTA Master Agreement, Sec. 3 (a).

a. Code of Ethics. The Recipient agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or subagreements supported by Federal assistance. This code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential contractors or subrecipients. The recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. This code or standards shall also prohibit the Recipient's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or their agents, or by contractors or subrecipients or their agents.

(1) Personal Conflict of Interest. The Recipient's code or standards of conduct shall prohibit the Recipient's employees, officers, board members, or agents from participating in the selection, award, or administration of a third party contract or subagreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award: (a) an employee, officer, board member, or agent; (b) any member of his or her immediate family; c) his or her partner; or (d) an organization that employs, or intends to employ, any of the above.)

(2) Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work.

Pre-Award and Post-Delivery Requirements - FTA Master Agreement Section Sec. 15(I)(3)

The Recipient agrees to comply with the requirements of 49 U.S.C. § 5323 (m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any revision thereto.

Non-Collusion Certification - (Certification Form Enclosed, A-4)

Bidders are required to submit with the bid a properly prepared and signed certification testifying that the bid submitted has been arrived at by the bidder independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor.

A-1

City of Coralville, Finance Officer, PO Box 5127, Coralville, IA. 52241-0127

CERTIFICATION OF COMPLIANCE WITH BID SPECIFICATIONS

I hereby certify that all specifications and instructions pertaining to the attached bid proposal have been read, understood and complied with and that all items which may be delivered under the attached proposal shall meet or exceed the minimum specifications in the Inquiry No. _____, dated _____ and issued by the City of Coralville, and, if applicable as amended by responses to requests for clarification's and acceptable alternates issued on or before _____.

By: _____ Date: _____

(Printed Name)

(Title)

(Company)

(Street/Box)

(City , State , Zip+4)

(Telephone #)

(Fax #)

City of Coralville, Finance Officer, PO Box 5127, Coralville, IA. 52241-0127

CONTRACTOR BUY AMERICA CERTIFICATIONS

In accordance with 49 U.S.C. 5323(j) and 49 CFR Part 661, the City of Coralville, as a recipient of Federal Transit Administration funds must assure that all manufactured products purchased with funding under this project are produced in the United States, or meet certain conditions. As such, each bid must be accompanied by the appropriate certificate as set forth below to comply with the requirements.

Certification Requirement for Procurement of Steel, Iron, or Manufactured Products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR Part 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

Certification Requirement for Procurement of Buses, Other Rolling Stock and Associated Equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR Part 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

City of Coralville, Finance Officer, PO Box 5127, Coralville, IA. 52241-0127

Bidder Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The _____ as a participant
(Name of Bidder)

in a FTA grant, certifies the best of its knowledge, that it and its principals:

1. Are NOT included on the US Comptroller General's Consolidated List of persons or firms currently debarred for violations of various contracts incorporating Labor Standard Provision;
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
3. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (3) of this certification; and
5. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause of default.

(If the bidder is unable to certify to any of the statements in this certification, the bidder shall attach any explanation to this certification.)

The _____ certifies or
(Name of Bidder)

affirms the truthfulness and accuracy of the contents of this statement submitted on or with this certification and understands that the provisions of 31 USC Sections 3801 Et. Seq. are hereby applicable.

By: _____
(Print Name)

BY: _____
(Signature)

Title: _____

Date: _____

City of Coralville, Finance Officer, PO Box 5127, Coralville, IA. 52241-0127

Non-Collusion In Bidding Certification

I hereby swear (or affirm) under the penalty for perjury;

1. That I am the bidder (*if the bidder is an individual*), a partner in the bid (*if the bidder is a partnership*), or an officer or employee of the bidding corporation having authority to sign on its behalf (*if the bidder is a corporation*);
2. That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

Company Name: _____

By: _____
(Print Name)

By: _____
(Signature)

Title: _____

Date: _____

CITY OF CORALVILLE
BID PROTEST PROCEDURES FOR FTA FUNDED PROCUREMENTS

Background: Federal Transit Administration (FTA) Circular 4220.1D Third Party Contracting Requirements, requires that all recipients of FTA funding adhere to the requirements and standards outlined in the Circular when procuring supplies, equipment, and services utilizing FTA funds. One of the requirements is that the grantee must have a formal, written process for considering bid protests.

FTA will substantially limit its review of bid protests. In accordance with the spirit of Executive Order 12612, Federalism, most protest issues are best resolved at the state and local level. FTA will now only accept protests alleging that a grantee fails to have a written protest procedure or has violated such procedures.

Procedure:

1. Any actual or prospective contractor may protest the solicitation and/or award of a bid or contract. Any protests against a solicitation for bids must be received in writing at least seven (7) calendar days before the due date for receipt of bids or proposals.
2. Filing: A protest must be filled at the Office of the City Clerk for the City of Coralville. Protests shall be filed in a timely manner and must be received by the City of Coralville within ten days of the bid award date. Communication of the action shall be in written form and should contain a short, concise statement of the protest and explanation of action desired. The aggrieved party may seek the assistance of the staff of the Johnson County Council of Governments Transportation Planning Division in filing of an action. No filing or processing fee shall be required of any aggrieved party.
3. Notice: The City Administrator shall set a reasonable time for hearing actions and the Johnson County Council of Governments Transportation Planning Division shall give notice in writing of the time and place of the hearing to the aggrieved party. In no event shall the hearing be held more than thirty (30) calendar days following receipt of the protest at the Office of the City Clerk. At the hearing, the aggrieved party may appear in person, by agent, or by attorney. If the protest is resolved prior to the date of the hearing, the aggrieved party shall request in writing that the protest be withdrawn.
4. Review of protests The Coralville City Administrator shall review complaints concerning:
 - That the award went to the lowest responsible bidder.
 - That the procurement was conducted in a manner providing full and open competition.
 - That an evaluation of all proposals was conducted and the award was made to the responsible party whose proposal was the most advantageous to the City with price and other factors considered.
5. Protest ruling: The City Administrator shall inform the complainant in writing within ten days of the hearing as to the resolution of the protest. If the complainant is not satisfied with the outcome of the protest, he/she may appeal in writing to the Federal Transit Administration, 901 Locust Street, Suite 404, Kansas City, Missouri 64106. FTA will only review protests regarding the alleged failure of the grantee to have written protest procedures or alleged failure to follow such procedures.