



"Cedar Rapids is a vibrant urban hometown – a beacon for people and businesses that are invested in building a greater community now and for the next generation."

REQUEST FOR BID

August 12, 2016

For
ENVIRONMENTAL REMEDIATION SERVICES
RFB #PUR0716-011

Prepared by
City of Cedar Rapids
Purchasing Services Division

TABLE OF CONTENTS

Section Number	Section Name	Page
1.0	Notice of Request for Bids (RFB)	3
2.0	Instructions to Bidders	4
3.0	Special Terms and Conditions	6
4.0	Scope of Work and Specifications	9
5.0	Bid Evaluation and Award	18
6.0	Submittal Instructions	20

Attachment	Attachment Name
A	Standard Terms and Conditions
B	Insurance Requirements
C	Submittal Forms (General Company Information, Certification Regarding Ability to Obtain Required Insurance, Bid Pricing Submittal Form, Signature Page Form, Buy Local Packet)
D	Environmental Assessment Report (1)
E	Environmental Assessment Report (2)
F	Site Photos

SECTION 1.0 – NOTICE OF REQUEST FOR BIDS (RFB)

1.1 Notice of Request for Bid

Notice is hereby given that sealed bids will be received before 3:00 p.m. CDT on Friday, August 26, 2016, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for environmental remediation services for one (1) structure located in the Ushers Ferry Historic Village, 5925 Seminole Valley Trail NE, Cedar Rapids, IA 52411, as requested by the City of Cedar Rapids Parks & Recreation Department.

1.2 RFB Timeline

Name of the Bid Environmental Remediation Services – RFB #PUR0716-011

Date of Issuance Friday, August 12, 2016

Deadline for Questions Friday, August 19, 2016 at 3:00 p.m. CDT

Deadline for Bid Submittal Friday, August 26, 2016 before 3:00 p.m. CDT
Bids time stamped 3:00 p.m. or after are late

Submit Bid to: →→→→→→→→

Submit in a sealed envelope.

Address exactly as stated.

City Clerk Office Hours 8 am to 5 pm, Mon-Fri

Sealed Bid: Environmental Remediation Services
Office of the City Clerk-City Hall
101 First Street SE
Cedar Rapids IA 52401

Method of Submittal US Mail, Overnight Delivery or In Person.
Electronic and fax proposals **are not** acceptable.

Contact Person, Title Rebecca Johnson, CPPB, Purchasing Agent

E-mail Address r.johnson2@cedar-rapids.org

Phone/ Fax Numbers Phone: 319-286-5062 Fax: 888-815-3659

1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid responses that are received on or after the time stated above. Late submittals will be retained in the RFB file, unopened. No responsibility will be attached to any person for premature opening of a bid not properly identified.

1.4 Bids will be publicly opened on Friday, August 26, 2016 at 3:00 p.m. CDT (our clock) in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401. The main purpose of this opening is to read the name(s) of the Bidders(s) and the submitted pricing, not to serve as a forum for determining the apparent low bidder(s).

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

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

SECTION 2.0 – INSTRUCTIONS TO BIDDERS

2.1 This Project is not federally funded.

2.2 NOTICE: INSURANCE IS REQUIRED FOR THIS PROJECT

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

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

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

2.3 Whenever used in this RFB the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Contractor shall mean the firm providing environmental remediation services at the Usher's Ferry Historic Village. Project Manager shall mean Teresa White, Ushers Ferry Site Supervisor, who is the designated coordinator and administrator for the Work under this project.

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

2.5 Pre-Bid Meeting

There is no Pre-bid meeting for this Project.

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

2.7 Addenda

Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing by Friday, August 19, 2016 at 3:00 p.m. CDT. FAX or E-MAIL all questions to Rebecca Johnson at (888) 815-3659 or r.johnson2@cedar-rapids.org. Any and all questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment C). All Addenda will be posted on the City's website. It is the Bidder's responsibility to check for addenda.

http://www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/current_bid_opportunities_list.php

2.8 Exceptions to Documents

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

2.9 Silence of Specifications

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

2.10 Incomplete Information

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

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

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

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

SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

3.1 Term of Contract

- 3.1.1 The initial term of the Contract is anticipated to commence on the date the City executes the Contract and end on October 31, 2016.
- 3.1.2 A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the Work to begin, assuming the insurance requirements have been met. Each section contained herein, the attachments, and any addenda and the response from the successful Bidder shall also be incorporated by reference into the resulting agreement.
- 3.1.3 The City reserves the right to make changes to the Work to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Contractor. The Contractor shall not commence any additional work or change the scope of the Work until authorized in writing by the City. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Contractor and the City. The Contract may only be amended, supplemented or modified by a written document executed by the Contractor and the City Manager.
- 3.1.4 In accordance with the provisions and conditions of the Contract, Contractor shall freely enter into the Contract for the purpose of providing Work to the City and to be compensated for the Work.

3.2 Contract Forms

- 3.2.1 If a Bidder intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this project, the form must be submitted with the Bid for review by the City's legal counsel during the evaluation of Bids. If such agreement requires that payments be remitted to other than the Bidder, the Bidder shall indicate the name and address of the firm to whom Bidder would request payments to be made, and the firm's relationship to the Bidder.
- 3.2.2 Bidders are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the bid may be rejected due to the contradiction unless Bidder indicated deletion of such clauses. If agreement form indicated a firm other than the Bidder is Contractor, or payee, the proposed Contractor or payee must also indicate concurrence with the deletion of such clauses.
- 3.2.3 If no agreement form is included with the bid, no such form will be approved by the City during the evaluation or award processes, or following award of Contract. If the bid does not indicate the proposed Contractor, vendor or payee to be a person or company other than the Bidder, (1) only the Bidder will be considered as Contractor and (2) payments will be made only to the Bidder to whom the Contract is awarded.
- 3.2.4 The City of City Rapids will in no case agree to terms not submitted for review with the bid submittal.

3.3 Payment Terms and Invoice Submittal

- 3.3.1 Payment terms for Work authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice and after Work is performed, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.
- 3.3.2 As a minimum, the invoice shall include the following information:
- Contractor name and address
 - Date of Work
 - City PO number
 - Description of Work
 - Landfill tickets
 - The total amount being invoiced
 - The Project Number / Contract Number (#PUR0716-011)
- 3.3.3 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.

3.3.4 One invoice and supporting documentation shall be submitted within thirty (30) days after the Work is completed:

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

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

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

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

3.4 Treatment of Documents and Records

3.4.1 Ownership

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

3.4.2 Confidentiality

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

3.4.3 Disposal

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

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

3.4.4 Access/Retention

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

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

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

3.5 Amount of Work

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

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

SECTION 4.0 – SCOPE OF WORK, SPECIFICATIONS

4.1 Definitions

Whenever used in this Scope of Work the following terms shall have the meaning given as follows:

City	City of Cedar Rapids, Iowa
City's Project Manager	Teresa White, Ushers Ferry Site Supervisor
Environmental Assessment Contractor	Hawkeye Environmental, LLC
Contractor or Remediation Contractor	Awardee of the contract resulting from this RFB
HW or HHW	Hazardous Waste or Household Hazardous Waste
ACM	Asbestos Containing Material
Agency	Cedar Rapids / Linn County Solid Waste Agency Site #2, 1954 County Home Road, Marion, Iowa
Contact Person: Karmin McShane	(319) 377-5290 or kmcshane@solidwasteagency.org

4.2 Description of Project

The City of Cedar Rapids is seeking bids from qualified contractors to provide the environmental remediation services (abatement of asbestos and hazardous material) for one (1) farm house structure located at Ushers Ferry Historical Village, 5925 Seminole Valley Trail NE, Cedar Rapids, IA 52411. The work will consist of removing all ACM and HHW as indicated in the environmental assessment reports included as Attachments D and E. The City intends to do a controlled burn of the farm house following remediation.

4.3 Estimated Quantities

4.3.1 Although the City has estimated the cost for remediation of this structure, the City does not guarantee an exact quantity of work for this project. Work under this project may be affected by factors such as environmental concerns and reimbursement eligibility. Actual quantities, whether lesser or greater than estimated, will not affect the firm fixed price as bid and accepted for the term of the contract.

4.3.2 The Contractor shall submit an all-inclusive firm fixed price for the remediation of this project.

4.4 Pre-Remediation Conference

Before Work is started, a conference attended by the City's Project Manager, the Remediation Contractor and others as appropriate will be held to:

4.4.1 Inspect and discuss condition of project;

4.4.2 Review and finalize remediation schedule and verify availability of abatement personnel, equipment, and facilities needed to make progress and avoid delays;

4.4.3 Review and finalize protection requirements;

4.4.4 Review procedures for noise control and dust control.

4.5 Submittals and Notices – Contractor Submittals Prior to Work

4.5.1 The Contractor disposing of regulated waste must have a valid EPA identification Number for Regulated Waste Activity.

4.5.2 The Contractor will file all documents required to obtain all necessary approvals of governmental authorities having jurisdiction over the Project, including arranging for, obtaining and executing of all abatement permits, notifications, and approvals required for lawful compliance with all State and Federal laws and regulations for this Project. Regulated asbestos abatement projects require a 10 working day notification to the Iowa DNR prior to the start of the abatement.

4.5.3 The Contractor performing the Remediation work must hold an Iowa Asbestos Contractors Permit and all staff performing work within the regulated work area must have an Iowa Asbestos Supervisor or Worker license. An asbestos licensed Contractor/Supervisor must be onsite at all times during remediation

4.5.4 The Contractor shall keep and provide upon Project Manager's request any required documentation from a physician that all employees or agents who may be exposed to airborne asbestos in excess of the Permissible Exposure Limit have been medically monitored to determine whether they are physically

capable of working while wearing the respirator without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required in OSHA 29 CFR 1910.1001 (j). The Contractor must be aware of and provide information to the examining physician about unusual conditions in the workplace environment (i.e., high temperatures, humidity, and chemical contaminant) that may impact the exposure.

- 4.5.5 The Contractor will be required to complete and submit to the IDNR-Notification of Remediation (DNR Form 542-1476) no less than ten (10) working days prior to the commencement of demolition activities.
- 4.5.6 Submit proof to the Project Manager that required permits have been obtained and that disposal site location and arrangements for transportation of waste materials have been made. If a separate transporter (other than the Contractor) is to be employed to transport the waste to the landfill, copies of the transporter's licenses and permits shall be submitted to Project Manager. ALL subcontractors to be used shall be documented in accordance with Attachment A, General Terms and Conditions, Section 37 titled SUBCONTRACTING.
- 4.5.7 A copy of your Standard Operating Procedures for Remediation and your Health and Safety Program will be required prior to award of project.

4.6 Environmental Remediation – Scope

- 4.6.1 The Remediation Contractor (hereinafter "Contractor" or "Remediation Contractor") shall, at its sole **cost and expense, provide, perform and complete in the manner described and specified in this Request for Bid** all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project in accordance with the Scope of Work (hereinafter "Work"). The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.
- 4.6.2 Remediation is being performed in preparation for total building demolition. The building has been determined structurally sound and fully accessible and pose no known safety risks to workers besides what has been identified in the Environmental Assessment Reports.
- 4.6.3 The Environmental Assessment Reports provided list all ACM and HHW identified. The Environmental Assessment Reports SHALL be reviewed and the Contractor SHALL visit the site on this RFB to quantify the ACM and HHW prior to submitting a bid. **The Contractor is required to bid the removal of ALL ACM and HHW whether accurately quantified on the Environmental Assessment Report or not.** The price that is submitted on the Bid Submittal Form is all-inclusive for ACM and HHW.
- 4.6.4 Hawkeye Environmental has performed the Environment Assessments and the remediation specifications identifying types of hazardous materials and their locations in the structures. The Environmental Assessment Reports are included as Attachments D and E to this RFB.
- 4.6.5 Once the Remediation Contractor has received the Notice to Proceed, it is expected that the Contractor will remediate this structure within two (2) weeks after the Iowa DNR notification is submitted. Invoicing shall occur immediately after the structure is remediated in accordance with the requirements of Section 3.3.
- 4.6.6 The Work to be performed by the Remediation Contractor shall include abatement of asbestos containing materials (ACM), CFC Containing compounds, Brown goods, White Goods, (HHW) Chemicals, Fluorescent Lamps and PCB Ballasts, Mercury Containing Devices, special/hazardous material removal, decommissioning, cleanup, removal and disposal of materials.
- 4.6.7 **Step #1:** Pre-abatement Visual Inspection – Prior to asbestos remediation efforts, the Environmental Assessment Contractor, Hawkeye Environmental, shall conduct a joint visual inspection with Remediation Contractor to confirm and document quantities to be removed and to ensure all required engineering controls have been established and are in working order. A pre-abatement checklist shall be completed and approved by both the Environmental Assessment Contractor and Remediation Contractor prior to abatement.
- 4.6.8 **Step #2:** Remediation of all asbestos containing materials and hazardous wastes (HHW) as indicated in the Environmental Assessment Reports. Should previously undetected quantities of ACM and hazardous materials be discovered, work shall stop and the Remediation Contractor shall immediately notify the

Project Manager. The Project Manager shall have the Environmental Assessment Contractor re-inspect the structure and determine if further abatement is warranted.

4.6.9 All ACM and HHW shall be disposed of in accordance with the Cedar Rapids Linn County Solid Waste Agency requirements. Refer to Section 4.7 for further details and requirements for Friable ACM disposal.

4.6.10 Step #3: Post-Abatement Visual Inspection - Upon completion of remediation, the Environmental Assessment Contractor, Hawkeye Environmental, shall conduct a visual inspection to ensure the Remediation Contractor has properly and completely removed all asbestos containing materials and HHW identified in the assessment report. A post-abatement checklist shall be completed and signed-off on by both the Environmental Assessment Contractor and Remediation Contractor prior to removal of engineering controls. Thorough documentation is required of environmental remediation efforts performed including regulatory notifications, asbestos abatement personnel certifications, Physician's Written Opinion, respirator fit test documentation, daily project logs, containment logs, and uniform waste manifests for each structure remediated. A detailed listing of the materials removed shall be provided with a confirmation signature of the Environmental Assessment Contractor. The Remediation Contractor shall complete a 'Letter of Certification' stating that they have removed all ACM/HHW as per the Environmental Assessment Contractor's report and provide it to the Project Manager within one (1) business day of completion and prior to invoicing.

4.6.11 Asbestos Removal Equipment/Materials

A sufficient quantity of HEPA filtration units equipped with multi-stage HEPA filtration and operated in accordance with ANSI standards (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-43-002 Guidance for Controlling Friable Asbestos-Containing Materials in Buildings. Recommended Specifications and Operating Procedures for the Use of Negative Pressure Systems for Asbestos Abatement shall be utilized so as to provide at least one workplace air change every fifteen (15) minutes. Each HEPA filtration machine must have a minimum of 900 to 2000 CFM capacity. A minimum of -0.02 column inches of water pressure differential, relative to outside pressure, shall be maintained within the NPE as evidenced by continuously recorded manometer print-out.

Respiratory protection in compliance with applicable OSHA regulations shall be provided. For Class 1 asbestos work, the abatement workers and supervisors shall wear, at minimum, powered air-purifying respirators with appropriate HEPA filters until such time that personal and short term excursion limit samples show airborne asbestos levels of 0.3 f/cc or less. After these levels are achieved, respiratory protection may be downgraded to ½ face negative pressure respirators. If airborne asbestos levels reach a level of over 0.3 F/cc, PAPR's must again be used.

Full body disposable protective clothing, including head, body and foot coverings (unless using reusable/cleanable footwear) consisting of material impenetrable by asbestos fibers (Tyvek or equivalent) shall be provided to authorized visitors in sizes adequate to accommodate movement without tearing.

Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z87.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided to all workers and authorized visitors.

Scaffolding erected for removal shall conform to requirements contained in OSHA 29 CFR 1926, Subpart L. The contractor will ensure that a "competent person", as defined by OSHA 29 CFR 1926.450, is present to inspect scaffolding during each day of project activity.

Non-skid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination. A sufficient supply of disposable mops, rags and sponges for regulated area decontamination shall be available.

A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be provided as needed and shall be erected or set-up and maintained in a safe manner.

Sprayers with pumps capable of providing 500 pounds per square inch (psi) at the nozzle tip at a flow rate of two gallons per minute for spraying amended water shall be used.

Rubber or plastic dustpans, shovels, and squeegees shall be provided for cleanup. Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.

4.6.12 Asbestos Removal Chemicals

Surfactant (wetting agent) shall be a 50/50 mixture of polyethylene ether and polyethylene ester, or equivalent, mixed in a proportion of one (1) fluid ounce to five (5) gallons of water or as specified by manufacturer. An equivalent surfactant shall be understood to mean a material with a surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56- "Surface and Interfacial Tension of Solutions of Surface Active Agents." Chemical Remover shall be suitable to aid in the removal of ACM. The chemical must not be solvent-based and be non-flammable.

4.6.13 Lockdown Chemicals

Encapsulation lockdown materials shall be bridging type. Encapsulant should not be solvent- based or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbons and shall be non-flammable. Encapsulant must be color tinted so that its application can be easily verified.

4.7 Debris Disposal

- 4.7.1 All remediation debris (ACM and HHW) shall be delivered to the Cedar Rapids / Linn County Solid Waste Agency (Site 2) landfill on County Home Road. Prior to submitting your bid, contact Karmin McShane (see contact information below) at the Cedar Rapids / Linn County Solid Waste Agency for hours and current tipping fees:

Karmin McShane, Executive Director
Cedar Rapids / Linn County Solid Waste Agency
1954 County Home Road
Marion, IA 52302
(319) 377-5290 or kmcshane@solidwasteagency.org

4.7.2 Landfill Tipping Fees

The Contractor shall pay all tipping fees and disposal costs and the tipping fees shall be included in the firm fixed pricing on the Bid Pricing Submittal Form.

4.7.3 Debris – Ownership

Once the Remediation Contractor begins activity on the site, all debris becomes the responsibility of the Contractor and the Contractor is solely responsible for all aspects related to the proper handling and disposal per the EPA, Iowa DNR, and the requirements stated in this Request for Bid. This includes all materials resulting from demolition unless otherwise specified in this scope of work. The City of Cedar Rapids, Iowa is the generator of the debris.

4.7.4 Debris – Transporting

Contractor acknowledges, represents and warrants to the City that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other federal, state or local agencies or authorities.

Landfill scale tickets or approved disposal site load tickets including the address from where debris originated and the address of the disposal site are required to be submitted with the invoice in order to process payments.

Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks shall have a solid tailgate made out of metal.

Contractor shall ensure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris. All loads are required to be tarped.

4.8 On-Site Work Hours

Hours of work must adhere to the City noise ordinance. In Commercial areas work may be performed during the hours of 6:30 am to 6:30 pm, Monday through Saturday, except as otherwise indicated. In Residential areas, work may be performed during the hours of 7:00 am to 6:30 pm, Monday through Saturday, except as otherwise indicated. Landfill business hours are 7:00 am to 4:30 pm, Monday through Saturday. Weekday Extended Hours (commercial areas only) are until 8:00 pm. Notify City 24 hours in advance of extended hours work.

4.9 Compliance with Laws

The Contractor and all Subcontractors shall be responsible for compliance with all federal, state, county and municipal laws, ordinances, rules, standards and regulations related to structure demolition and removal, including, but not limited to, requirements of the Occupational Safety and Health Administration (OSHA), EPA, and the Iowa DNR. These requirements include (but are not limited to) good demolition practices.

4.10 Observations of Operations and Site Activities

4.10.1 The City, the Iowa Department of Natural Resources (DNR) and the United States Environmental Protection Agency have the right to allow their respective representatives to inspect any of the Contractor's operations, activities, and equipment. Notwithstanding the authority of a regulatory agency to conduct site visits as described above, it is the exclusive right of the City through its Project Manager to communicate contract directions, changes, and final acceptance to the Contractor.

4.10.2 The Contractor shall notify the Project Manager within one (1) working day of any regulatory inspection performed. The Contractor shall notify the Project Manger within one (1) working day of receipt of any citation issued by a regulatory agency to the Contractor or any of its agents or subcontractors relating to any work performed for this project.

4.10.3 This Project may be totally or partially funded by other involved entities. Those entities may have site monitor(s) present to observe and monitor development procedures at the worksite.

4.11 Standards

Each entity engaged in any part of the Project is required to be familiar with industry standards applicable to that entities' construction activity. The Contractor shall maintain work sites to appropriate use standards, safety standards, and regulatory requirements. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Project Manager reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements. Copies of applicable standards shall be readily available at the project job site.

4.12 Preparatory Operations

Before the start of Work, the Contractor shall take a number of steps to safeguard the health and safety of workers in accordance with all Federal, State and Local regulations at the job site. A competent person, experienced in all phases of remediation work including safety issues shall perform the planning work. A suitable location shall be designated at the job site with written plans/procedures, emergency information and equipment. Employees shall be trained in evacuation procedures in the event of workplace emergencies.

4.13 Medical Services and First Aid

Contractor shall make provisions for prompt medical attention in case of serious injury. The location and the most direct accessible route to the nearest hospital and the telephone numbers of the hospital and the ambulance must be posted at the job site. (Exception: If it is practically infeasible to post required information in accordance to this section, it must be identifiable and readily available for all onsite workers). A proper First Aid kit and proper equipment for prompt transportation of an injured employee, as well as a communication system to contact an ambulance must be available at the job site.

4.14 Fire Prevention and Protection

4.14.1 Install and maintain temporary fire-protection facilities of types needed to protect against reasonably

predictable and controllable fire losses. Comply with NFPA 241.

4.14.2 Smoking shall be prohibited in construction areas.

4.14.3 All welding or cutting operations, combustion-type temporary heating units, and similar sources of fire ignition shall be supervised according to requirements of authorities having jurisdiction and Hot Work Plan.

4.14.4 The Contractor is responsible for developing and supervising a fire protection program and for providing the necessary firefighting equipment at the job site. This program shall outline the assignments of essential personnel in case of a fire and provide an evacuation plan for workers on the site. The program shall contain provisions for securing hot work permits and instructions for shutting down all burning and hot work operations one hour before the end of the work shift. Review needs with local fire department and establish procedures to be followed. The Cedar Rapids Fire Department must be called for all fires. Instruct personnel in methods and procedures. Post warnings and information.

4.15 OSHA 10

Contractor's employees shall possess a certificate of completion showing that said person has successfully completed a ten-hour Occupational Safety and Health Administration (OSHA 10) or a similar program for on-site employees which includes a course in construction safety and health approved by OSHA. Any on-site employee found on a work site subject to this section without documentation of the successful completion of the course required shall be afforded fifteen days to produce such documentation before being subject to removal from the project.

4.15.1 Every worker employed in the performance of work under this contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors under this contract receive such training prior to performing any work on the project.

4.15.2 Contractor shall provide a copy of proof of completion of the OSHA 10 course to the City upon request. Proof of completion may include but is not limited to:

- a) copies of bona fide course completion card;
- b) training roster, attendance records of other documentation from the certified trainer pending the issuance of the card;
- c) other valid proof.

4.16 Property Damage

The Contractor shall be legally and financially responsible for all damages to public and private property, regardless of cause or fault. The Contractor shall have one lead individual per every work crew who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, pictures, contact information, and resolution. If public or private property, including trees and vegetation, is damaged by the Contractor and not repaired or resolved on a timely basis to the satisfaction of the City, the City has the option of having the damage repaired at the Contractor's expense to be reimbursed to the City or withheld from the Contractor's future payments. Invoicing will not be accepted for processing on any parcel whether city owned or private until the property owner of the damaged parcel has given written clearance and is accepted by the City.

4.17 Site Security

4.17.1 Prior to, or during remediation. If it is determined by the Project Manager that a significant job site security and or safety risk exists, the following activities shall be required to be put in place by the Contractor. Otherwise, Contractor must at all times take reasonable or other contracted steps necessary to ensure that each job site is maintained in a safe, secure and clean condition until final completion and acceptance by the Project Manager.

4.17.2 Pedestrian Protection. The remediation work shall not be commenced until pedestrian protection is in place as required by the International Building Code 2015 City of Cedar Rapids Municipal Code Chapter 33. Pedestrians shall be protected during construction, remodeling and demolition activities as required and signs shall be provided to direct pedestrian traffic.

- 4.17.3 Fencing. Temporary barricade type fence shall be erected prior to the commencement of work activities to prevent access by the public. Such fence shall be: (1) At least four feet high. (2) Consistently restrictive from top to grade. (3) Without horizontal openings or indentation wider than two inches. The fence shall be erected before work begins and shall not be removed until completed.
- 4.17.4 Temporary Signs. Provide warning signs for site fencing as described above. Unauthorized signs are not permitted. The City of Cedar Rapids will provide and install project identification sign if necessary.

4.18 Temporary Use of Streets, Alleys and Public Property

- 4.18.1 Storage and Handling of Materials. The temporary use of streets or public property for the storage or handling of materials or of equipment required for remediation work, and the protection provided to the public shall comply with the provisions of the authority having jurisdiction and by the adopted International Building Code 2015 City of Cedar Rapids Municipal Code Chapter 33.
- 4.18.2 Pre-loading is permissible, but trucks, cargo boxes, roll-offs, trailers, and etc. must be kept in a secured area and, if necessary, tarped for the public health and safety. The secured area may be located within perimeter of the work site or a designated location if the work area is not acceptable for overnight storage. The City's Project Manager will have final approval regarding pre-loading and secure storage.
- 4.18.3 Obstructions. Construction materials and equipment shall not be placed or stored so as to obstruct access to fire hydrants, standpipes, fire or police alarm boxes, catch basins or manholes, nor shall such material or equipment be located within 20 feet (6096 mm) of a street intersection, or placed so as to obstruct normal observations of traffic signals or to hinder the use of public transit loading platforms.

4.19 Temporary Utility Installation

Temporary utility installation shall be preapproved by the City's Project Manager.

4.20 Traffic Controls

- 4.20.1 Protect existing site improvements to remain including curbs, pavement, and utilities.
- 4.20.2 Maintain access for fire-fighting equipment and access to fire hydrants.
- 4.20.3 Provide and operate temporary traffic control signals at designated intersections, and traffic control signage as needed for temporary closure of public roads and streets.
- 4.20.4 The traffic control setup must follow the most recent version of the Cedar Rapids Metropolitan Area Standard.

Specifications and Standard Details and the most recent version of the Manual of Uniform Traffic Control Devices (MUTCD) must be met. If traffic modifications are required, the Contractor shall coordinate all activities with the City's Traffic Engineering Department (319-286-5176) prior to any traffic control setup. The City or Project Manager will give final approval of the locations and type of traffic controls needed.

4.21 Contractor's Employees

- 4.21.1 All Contractor employees working with ACM are required to be licensed asbestos workers and must carry license on their person at all times. Prior to commencement of remediation activities or at any given time during the term of this contract, the Project Manager may check Contractor employees to ensure compliance with this requirement.
- 4.21.2 The Contractor agrees to staff each project with personnel experienced in the nature of the work and having appropriate training, skills, and required credentials to accomplish the work's objectives. The Contractor will maintain continuity of its staff assigned to the work to the fullest extent possible throughout the term of this Agreement.
- 4.21.3 The Contractor shall be equipped with the normal tools of their trade and shall furnish all labors, tools, and other items necessary for and incidental to executing and completing all required work.
- 4.21.4 The Contractor shall be responsible for providing protective gear and equipment to its agents and employees, and for ensuring its proper utilization under all current applicable OSHA regulations. Anyone in the secure demolition area must be wearing appropriate protective equipment at all times. This would include, but not be limited, to hard hats, steel toes and safety vests.

- 4.21.5 The Contractor will fully and sufficiently inform its staff of the nature of the work and the hazards inherent in performing the work, and shall inform its Subcontractors of the same.
- 4.21.6 The Work shall be performed in accordance with the requirements, standards, specifications and schedules set forth, and all applicable regulations or policies of the U.S. Environmental Protection Agency, Iowa Department of Natural Resources, Iowa Workforce Development Agency, OSHA or any other regulatory agency that has jurisdiction over the work. All regulatory or contractual interpretations shall be made by the applicable regulatory authority or the City and shall be final.
- 4.21.7 The Work shall be diligently and continuously performed in order that said work is completed within the time frame as specified by the City.
- 4.21.8 The Contractor shall only furnish employees who are properly licensed, competent and skilled for work under this contract.
- 4.21.9 Contractor's employees and sub-contractor employees shall each wear distinctive company clothing or hard hats with permanent markings identifying their respective employer at all times while within the project buildings and at all times while on site.
- 4.21.10 All employees of the Contractor shall be listed and this list provided to the Project Manager prior to starting any work.
- 4.21.11 If, in the opinion of the City or Project Manager, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while performing work, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract immediately.
- 4.21.12 The Contractor shall provide a main phone number and a backup phone number that will be answered 24/7.

4.22 Contractor's Equipment

- 4.22.1 All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all USDOT, Iowa DOT and safety regulations, and are subject to the approval of the City. All loads must be secured and solid metal tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent materials to be used to pick up any oil spilled from loading or hauling vehicles.
- 4.22.2 The Contractor shall furnish a complete and updated list identifying trucks, trailers and equipment that will be used in the transport of debris to the permanent disposal sites during the performance of the work under this project if requested by the City of Cedar Rapids. The listing shall include the following information:
 - a) Truck and/or trailer license number
 - b) Year, make and color of each truck and/or trailer
 - c) Cubic yardage capacity of each trailer
- 4.22.3 Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be paid for debris being transported.
- 4.22.4 Mobilization of all equipment (non-rubber tire) shall be done in a manner that will not create damage to the historically sensitive areas, city streets, curbs or city sidewalks. However off loading or crossing city streets may be accomplished by proper protection (IE; laying down tires, dirt berms, or other City or Project Manager pre-approved protective measure).

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

SECTION 5.0 – BID EVALUATION AND AWARD

- 5.1 Award - Any award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.
- 5.1.1 Award shall be made to the responsible Bidder submitting the lowest responsive bid with regard to the specifications set forth herein. The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups or lump sum; and to waive technicalities and formalities where is it deemed advisable in protection of the best interests of the City.
- 5.1.2 If the evaluation team determines that the project should be awarded, the process shall be as follows:
- a) The evaluation team shall determine which responsible Bidder has submitted the lowest responsive bid.
 - b) For projects equal to or greater than \$50,000, the City Council shall consider a resolution awarding the contract and authorizing the City Manager to sign the Contract on behalf of the City. **Note**, as provided for by Section 4.03 of the Cedar Rapids Municipal Code, no Contract shall be deemed to be created and exist, unless and until the City Council adopts a resolution awarding the project and authorizing the City Manager to sign the Contract.
 - c) The City Manager executes the Contract.
 - d) The City issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the Work.
- 5.1.3 If the evaluation team determines that all the bids received should be rejected, the Bidders shall be notified by the Purchasing Services Division accordingly. At that point, the City may, or may not, re-bid the project.
- 5.2 Award of bid shall be made to the lowest responsive and responsible Bidder(s) meeting the specifications set forth herein. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of Contractor responsibility and responsiveness:
- Adherence to specifications;
 - Work as specified in these bid documents;
 - Company's reputation and financial status;
 - Company's ability to meet the City's Insurance Requirements;
 - Current lead-time quoted;
 - Past experience and service provided by Bidder;
 - Strength of Bidder's hiring and training program;
 - Favorable references from firms with projects of similar scopes that indicate that the Bidder has the ability to carry out the Work and provide the products specified;
 - Strength of company's safety program and history.
- 5.3 The City of Cedar Rapids reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.
- 5.4 The Company must not have any unresolved performance issues with the City of Cedar Rapids. The Company's performance as a prime Contractor in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Bid. The City may survey other local agencies during the bid evaluation period to make sure the Company does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.
- 5.5 In case of tie bids, the City will make the award based on the priority factors as outlined in the City of Cedar Rapids Purchasing Policy Manual.
http://www.cedar-rapids.org/document_center/Purchasing/Tie%20Bid%20Procedure_14.pdf
- 5.6 Buy Local Program
- The Cedar Rapids City Council has passed a resolution adopting a Buy Local Program for the procurement of Goods and/or Work and Services by competitive bid or proposal. Preference shall be applied to acceptable bids or proposals from businesses located within Linn County who have submitted a notarized Local Business

Certificate. See Attachment C for details. If your company is already registered, or if this does not apply to your business, do not complete the form.

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

SECTION 6.0 – SUBMITTAL INSTRUCTIONS

DOCUMENTS TO BE SUBMITTED WITH THIS BID

1. Bid Signature Page – Attachment C
2. Bid Pricing Submittal Form – Attachment C
3. General Company Information Form – Attachment C
4. Local Business Certificate, only if applicable – Attachment C
5. Certificate of Insurance – Requirements are listed on Attachment B
(Any endorsements will be required upon award)

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

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in net forty-five (45) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

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

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

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

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

BID INFORMATION IS PUBLIC - All documents submitted with any bid shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Cedar Rapids in connection with a bid, the submitting party recognizes this and waives any claim against the City of Cedar Rapids and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Rapids and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Rapids arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

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

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

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

FOB POINT AND FREIGHT/DELIVERY CHARGES – The FOB point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB-Destination. Freight/delivery charges are to be included in the quoted price of the goods, rather than as a separate line item.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or

failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

INDEMNIFICATION - The Contractor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Contractor, its employees, or any independent Contractors working under the direction of either the Contractor in the performance of the Contract.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

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

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

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

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

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

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the contract must do so in writing in accordance with the City's Protest Procedure which is posted on the City's website at http://www.cedar-rapids.org/document_center/Purchasing/Protest%20Procedure_14.pdf

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

SUBCONTRACTING – The relating to this Project, or any portion thereof, may not be subcontracted without written approval from the City. All approved Subcontractors shall be listed in the resulting contract or in a written amendment to the contract.

SPECIFICATIONS - Unless otherwise stated, every item provided in response to this Request for Bid shall be new, unused, and of current model under standard production by the manufacturer. Items shall be furnished complete with standard equipment and accessories as listed in the manufacturer's printed literature. Remanufactured, used, demonstrator models or refurbished items will not be accepted.

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.

TAXES - The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made. The Cedar Rapids Tax ID number is 42-6004336.

TERMINATION OF CONTRACT FOR CONVENIENCE - The City may terminate the Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

TERMINATION FOR CAUSE AND DEFAULT - If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the terms or conditions of the Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed Work, reports, and delivered materials shall, at the option of the City, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory Work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City are determined.

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

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

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

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

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

WARRANTIES – INTELLECTUAL PROPERTY - Contractor represents and warrants that all the materials, goods and work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and work. The Contractor represents and warrants that the materials, goods and work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Contractor further represents and warrants that the materials and works do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and work contemplated by the Contract.

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

ATTACHMENT B – INSURANCE REQUIREMENTS

Section I – Basic Insurance Requirements

Contractor, at its own expense, shall procure and maintain during the life of this Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Contractor's obligations and activities.

General Liability Insurance Contractor shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability
- Sudden and Accidental Pollution Liability

Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Workers Compensation and Employers Liability Insurance meeting the relevant Workers Compensation Statutes.

Pollution Liability Insurance with limits of at least \$1,000,000 per occurrence. Coverage shall include claims for bodily injury, property damage, environmental damage and cleanup expenses (including investigation, removal, remediation, monitoring and disposal) of any spill, release, discharge or dispersal arising out of Contractor's (including its employees and subcontractors) Work. This insurance will not exclude or limit coverage for asbestos, lead, or mold and will affirmatively include non-owned disposal site coverage, transportation, loading and unloading of waste or materials generated by the Contractor's Work at the job site.

THREE (3) ENDORSEMENTS REQUIRED:

1. Additional Insured Endorsement:

Except for Workers' Compensation and Professional Liability, the policies shall include the City Additional Insured Endorsement of: The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's work and/or services performed for the City of Cedar Rapids, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether available coverage be primary, contributing, or excess.

2. Non-Waiver of Governmental Immunities Endorsement (Iowa):

a. **Non-waiver of Government Immunity** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as It may be amended from time to time.

b. **Claims Coverage** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.

c. **Assertion of Government Immunity** The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.

d. **Non-Denial of Coverage** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.

e. **No Other Change in Policy** The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

3. Cancellation and Material Changes Endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

City of Cedar Rapids
Finance Department – Purchasing Services Division
101 First Street SE
Cedar Rapids IA 52401

(Please note that the City does accept a signed letter on the agent’s letterhead, from the insured’s insurance agent, confirming that the agent will provide notice as indicated above.)

Section II – Conditions of Contract

The Contractor is required to purchase and maintain insurance coverage to protect the Contractor and City of Cedar Rapids throughout the duration of this Contract as enumerated above in the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as a failure on the part of the Contractor to comply with these requirements and be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of “B+” or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Contractor continuing to furnish the CITY certificates of insurance.

The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor’s insurance policies.

The Contractor is required to give the City notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The City intends to be an Additional Insured with coverage being primary and not contributing with any other insurance or similar protection available to the City whether any other coverage is primary, contributing or excess.

In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Section III – Contract Approval

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List Environmental Remediation Services, RFB #PUR0716-011, as the Scope of Work the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

City of Cedar Rapids
Finance Department – Purchasing Services Division
101 First Street SE
Cedar Rapids IA 52401

The Producer’s contact person’s name, phone number and e-mail address is required.

Certificates may be sent by e-mail (r.johnson2@cedar-rapids.org), fax (888-815-3659), mail or delivery to the attention of Rebecca Johnson.

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

ATTACHMENT C
BID SUBMITTAL FORMS

For

ENVIRONMENTAL REMEDIATION SERVICES
RFB #PUR0716-011

FORM NAME	Page
General Company Information Form.....	27
Bid Pricing Submittal Form.....	28
Signature Page Form.....	29
Buy Local Packet (submit only if applicable).....	30

GENERAL COMPANY INFORMATION FORM

Company Name _____

Company Address _____

General Description of the Company: _____

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

Number of years in business: _____

References

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

Reference #1 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Reference #2 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Reference #3 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Personnel

Name and title of person overseeing the City account: _____

Office Phone: _____ Mobile: _____ Email: _____

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

Safety Record

Has your company received an OSHA violation in the past five (5) years? Yes No

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

BID PRICING SUBMITTAL FORM

Having examined the specifications, the bid documents, all associated reference materials, the site of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, the Bidder hereby proposes to perform in accordance with the specifications in this Request for Bid for the firm fixed price stated below for the project.

Once given written notice to proceed, the Contractor shall be mobilized onsite and ready to commence work as identified in this RFB within ten (10) days and shall fully complete the work in the contract period allotted.

Bidders shall submit a firm fixed price as requested on this Bid Pricing Submittal Form. The firm fixed price shall include mileage, insurance, gas, maintenance, labor, administrative costs, office and warehouse costs, equipment, mobilization, demobilization and all other expenses necessary to complete the project according to "normal" industry standards per the specifications, exclusive of all taxes. This contract will not waive tipping fees, landfill charges, or other disposal costs.

The Bidder acknowledges that they have reviewed this RFB and all associated reference materials, along with all remediation requirements associated. This project is considered all-inclusive for remediation as written.

Description of Work	Firm Fixed Price
All-inclusive, firm-fixed price for Remediation of one (1) structure as outlined in the RFB and associated documents	\$

An approved purchase order will be the document that authorizes work to begin.

Estimated lead time upon receipt of purchase order: _____ calendar days

Name of Company: _____

Authorized Signature: _____

Date: _____

SIGNATURE PAGE FORM

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

Submitting Firm: _____

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

Federal ID Number _____

Iowa Department of Labor Registration Number, if applicable _____

The State of Iowa requires that all individual contractors and businesses performing "construction" work within Iowa be registered with the Division of Labor and renew that registration annually. More information about this law can be found at <http://www.iowaworkforce.org/labor/contractor.htm>

FIRM PRICING

Offered pricing shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted pricing shall remain firm for the duration of the contract.

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

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

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

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

PAYMENT METHOD

Do you accept a credit card for payment of purchases? Yes No

QUICK PAY DISCOUNT

If you provide a discount for quick payment, please state the discount and terms: _____ % _____ days

Does this discount apply to payments made by MasterCard? Yes No

PROPOSED SUBCONTRACTORS (Reference General Terms and Conditions, section titled *Subcontracting*).

If awarded this project, do you plan to use any subcontractors? Yes No If yes, list information below.

Subcontractor Company Name	Address	IA Contractor Registration #

We choose not to bid at this time. We would like to be considered for future solicitations.

BUY LOCAL PACKET

The Cedar Rapids City Council adopted the Buy Local Purchasing Policy through City Council Resolution No. 1239-10-10.

1. Who is local?

- a. Businesses located within Linn County, Iowa who have paid Linn County property taxes on a plant, office or store occupied by the business for the past year; or
- b. Businesses located within Linn County, Iowa who have paid rent for the past year to a landlord or owner who has paid Linn County property taxes for the past year on the plant, office or store occupied by the business.

2. How do I apply for local preference status?

- a. Complete a "Local Business Certificate". (See page 3 of this packet)
- b. Mail the notarized, completed certificate to:
City of Cedar Rapids – Purchasing Division
101 First Street SE
Cedar Rapids, IA 52401

3. After I return the notarized certificate, how do I know if my business is on the list?

A list of certified businesses can be viewed on the City's website:

http://www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/buy_local.php

Please allow up to 10 days for processing of the certificate before the business is listed.

4. Will the local preference policy be applied to all purchases for goods and services?

No, the following types of purchases are excluded:

- a. Purchases subject to the competitive laws of the State of Iowa
- b. Purchases subject to federal, state or county grant stipulations
- c. Purchases from the State of Iowa or other national contracts
- d. Sole source purchases

5. Do you have questions or feedback about the Buy Local Program?

Please send questions via email to buylocal@cedar-rapids.org

6. If I work out of my home, and my home is in Linn County, am I eligible to become a certified local business?

In order to qualify as local business your business must pay commercial property taxes related to the business being certified as local business. Residential property taxes paid for a home business do not qualify for the buy local certification.

7. How does the Buy Local Program work?

Preference shall be applied to acceptable quotes, bids and proposals greater than \$1,000 from businesses within Linn County, Iowa who have submitted a notarized "Local Business Certificate".

Example A: Preference shall be given in the procurement of goods and/or services by bid or quote when a local Contractor's bid or quote exceeds the acceptable low bid by no more than:

10% for bids less than \$25,000

5% for bids equal to or greater than \$25,000 but less than \$200,000

1% for bids equal to or greater than \$200,000

Bid Tabulation for a 20' Enclosed Trailer			
	Contractor A	Contractor B	Contractor C
	Marion, IA	Des Moines, IA	Davenport, IA
BID PRICE	\$ 15,147.99	\$ 14,770.55	\$ 18,250.00

- This bid is less than \$25,000 so the preference is 10%
- Contractor B submitted the lowest bid of \$14,770.55
- Contractor B is not a local business
- Contractor A submitted the next lowest bid of \$15,147.99
- Contractor A is a certified local business
- $\$15,147.99 - \$14,770.55 = \$377.44 / 14,770.55 = 2.56\%$
- The difference between the two bids is 2.56% which is within 10% so the local preference applies
- The bid is awarded to the local Contractor A for \$15,147.99

Example B: Preference shall be given in the procurement of goods and/or services by Request for Proposal (RFP) by awarding additional points to the evaluation scores of proposals received from certified local businesses as follows:

10% of all available points for proposals less than \$25,000

5% of all available points for proposals equal to or greater than \$25,000 but less than \$200,000

1% of all available points for proposals equal to or greater than \$200,000

Proposal Summary			
	Contractor A	Contractor B	Contractor C
	Iowa City, IA	Cedar Rapids, IA	Hiawatha, IA
Points	976.7	723	636.8
Points for Local Preference	0	50	50
TOTAL POINTS	976.7	773	686.8

- This proposal is greater than \$25,000 but less than \$200,000 so the preference is 5%
- The total available points are 1,000 (5% of 1,000 points = 50 points)
- The proposal received from Contractor A was given 976.7 points by the evaluation team
- Contractor B and Contractor C each received 50 additional points per the local preference policy
- After the additional points were applied, Contractor A remained the highest ranked proposal
- Local preference did not change the award in this case



STATEMENT OF POLICY

CITY OF CEDAR RAPIDS LOCAL BUSINESS CERTIFICATE

Pursuant to Cedar Rapids City Council Resolution 1239-10-10, in conducting the procurement of goods and/or services by competitive solicitation, the City of Cedar Rapids shall give preference to a responsive bid or proposal from a business located within the limits of Linn County, Iowa over an acceptable bid or proposal submitted by a business located outside of Linn County.

Preference shall be given in conducting procurement of goods and/or services by bid or quote when a local bidder's bid or quote exceeds the acceptable low bid by no more than:

- 10% for bids less than \$25,000
- 5% for bids equal to or greater than \$25,000 but less than \$200,000
- 1% for bids equal to or greater than \$200,000

Preference shall be given in conducting procurement of goods and/or services by request for proposal by awarding additional points to each proposal where the business is located in Linn County as follows:

- 10% of all available points for proposals less than \$25,000
- 5% of all available points for proposals equal to or greater than \$25,000 and less than \$200,000
- 1% of all available points for proposals equal to or greater than \$200,000

The local preference is not applicable to goods and services purchased with the assistance of federal, state or county grants or funds, or pursuant to the competitive laws of the State of Iowa.

WRITTEN STATEMENT REQUESTING LOCAL BUSINESS STATUS

I, _____, am an authorized representative of _____ (name of business) and on behalf of the business request that it be deemed to be a local business for purposes of the City of Cedar Rapids "Buy Local" program. Answering yes to question 1 **and** either question 2 or 3 listed below will qualify the business as a local business. In support of this request I certify the following information as being true and correct:

Name of Business Here →→→		
(1) Is your business located within the limits of Linn County, Iowa?	<input type="checkbox"/> Yes <input type="checkbox"/> No	No. of Years: _____
(2) Did your business pay Linn County property taxes on a plant, office or store occupied by the business for the past year?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Street address of property: _____ Is this your home residence? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, see page 1, #6
(3) Did your business pay rent for the past year to a landlord or owner who has paid Linn County property taxes for the past year on a plant, office or store occupied by your business?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Street address of property: _____ Is this your home residence? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, see page 1, #6

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree the business is required to notify the City in writing should it cease to qualify as a local business.

Signature _____	Title _____	Date _____
Address _____	City/State _____	Zip _____
Phone _____	Email _____	County _____

Subscribed and sworn to this _____ day of _____, 20____ before the undersigned Notary Public.

NOTARY PUBLIC, STATE OF IOWA

To confirm your status, check the certified local business list which is posted on the City's website:
http://www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/buy_local.php.

Questions about the Buy Local program may be emailed to buylocal@cedar-rapids.org.

Mail the notarized, completed certificate to →→→ City of Cedar Rapids
Finance Department – Purchasing Services Division
101 First Street SE
Cedar Rapids, IA 52401

Internal Use Only:

Contractor ID: _____ Contractor Location ID: _____ Updated by: _____