



**REQUEST FOR BID
PURCHASE OF SCRAP METAL – RFB #PUR0318-153
CITY OF CEDAR RAPIDS, IOWA – DOWNTOWN & LADD LIBRARIES
APRIL 11, 2018**

SECTION 1.0 – NOTICE OF REQUEST FOR BIDS (RFB)

1.1 Scope of Work - The City of Cedar Rapids is seeking bids from qualified Contractors for the purchase of scrap metal from the Downtown (450 5th Avenue SE) and Ladd (3750 Williams Blvd SW) library locations. Complete specifications are listed on the Bid Pricing Form, Attachment A, and pictures of the scrap metal items are provided as Attachment C. The successful bidder must complete and return the release form (Attachment B) following award. Scrap metal must be picked up by the successful bidder within five (5) days after the bid award.

1.2 RFB Timeline

Name of the Bid	Purchase of Scrap Metal, RFB #PUR0318-153
Date of Issuance	Wednesday, April 11, 2018
Deadline for Questions	Tuesday, April 17, 2018 at 3:00 p.m. CDT
Deadline for Bid Submittal	Tuesday, April 24, 2018 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: Purchase of Scrap Metal
 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 Tuesday, April 24, 2018 at 3:00 p.m. CDT (our clock) in City Hall, 101 First Street SE, Cedar Rapids 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 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 company purchasing the scrap metal from the Library.
- 2.3 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.
- 2.4 All items are being sold “as is” with absolutely no warranty of any kind, including warranties of merchantability or use for a particular purpose, either expressed or implied. The buyer shall be solely responsible for determining what uses are safe, both to the buyer and to others, and shall be solely responsible for determining to its satisfaction the condition of the items purchased. Bidders will be responsible for reading and understanding all instructions, terms and conditions associated with this bid.
- 2.5 This Request for Bid does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of bids, or costs incurred in making necessary studies for the preparation of bids.
- 2.6 Addenda
Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing by Tuesday, April 17, 2018 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 be acknowledged and dated on the bottom of the Signature Page Form (Attachment A). All Addenda will be posted on the City’s website. It is the Bidder’s responsibility to check for addenda. Verbal information obtained otherwise will NOT be considered in awarding of bids.
www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/current_bid_opportunities_list.php
- 2.7 Exceptions to Documents
The Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Bidders are cautioned that exceptions taken to this RFB may cause their bid to be rejected.
- 2.8 Silence of Specifications
Commercially accepted practices shall apply to any detail not covered in the specification and to any omission of the specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the Work being offered shall be addressed in writing and submitted with the Bid.
- 2.9 Incomplete Information
Failure to complete or provide any of the information requested in this Request for Bid, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".
- 2.10 In the event of conflict, the Special Terms and Conditions shall take precedence over the General Terms and Conditions, included herein.
- 2.11 Pickup of Items Purchased
The successful bidder shall be responsible to independently move the items purchased by providing their own personnel and material handling equipment. Additionally, by signing the enclosed Release (Attachment B), the successful bidder releases and waives all claims against the City of Cedar Rapids, its agents, officers and employees for any liability arising out of the condition, loading, transporting, or subsequent use of the items purchased.
All items purchased shall be removed from the City’s property within five (5) days after the bid award. The bidder shall arrange an appointment to pick up items by contacting Jessica Musil at the Downtown Library at (319) 739-0409.
The items purchased will not be released until the buyer has tendered payment and signed release form. Tender of payment and the signed release statement must occur within five (5) days after award. Acceptable forms of payment are: U.S. currency, cashier’s check, money order, certified check, traveler’s check, or company check (with bank letter guaranteeing payment – mandatory). Checks shall be made payable to: Treasurer, City of Cedar Rapids, Iowa. Payment shall be made at the City of Cedar Rapids Treasurer, City Hall, 101 First Street SE, Cedar

Rapids, IA 52401. Bidder will be given a receipt for payment, which must be shown to Jessica Musil before the bidder can remove the property.

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.

DOCUMENTS TO BE SUBMITTED WITH THE BID

1. BID SIGNATURE PAGE – ATTACHMENT A
2. BID SUBMITTAL FORM – ATTACHMENT A

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

SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

3.1 Compensation to City

3.1.1 For compensation paid by the Contractor to the City of Cedar Rapids, payment shall reference RFB #PUR0318-153 and be submitted to:

City of Cedar Rapids Finance Department – Treasurer
101 First Street SE, PO Box 2148
Cedar Rapids, IA 52406-2148

3.1.2 Payment shall be submitted to the City within forty-five (45) days after material is removed from City property.

3.2 Treatment of Documents and Records - Access/Retention

The Contractor shall maintain all accounting records and other documentation generated regarding this Bid.

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 regarding this purchase 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.

3.3 Contractor's Employees

Any person hauling scrap metal from City property must be identifiable by uniform, proper identification and a marked vehicle. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of this Request for Bid, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from the project.

3.4 Safety

Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, equipment and furnishings shall be protected by the Contractor from damage, which might be done or caused while removing scrap metal from City property. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor. The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. Contractor certifies that all items or service delivered herein comply with all ANSI Standards and with the Federal Occupational Safety and Health Act of 1970, as applicable.

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

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

SECTION 4.0 – BID EVALUATION AND AWARD

- 4.1 Award - Any award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.
- 4.1.1 Award shall be made to the responsible Bidder submitting the highest 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.
- 4.1.2 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.
- 4.2 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.
- 4.3 The Company must not have any unresolved performance issues with the City of Cedar Rapids. The Company's performance as a prime Contractor or subcontractor in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Bid. The City may survey other local agencies during the bid evaluation period to make sure the Company does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.
- 4.4 In case of tie bids, the City will make the award based on the priority factors as outlined in the City of Cedar Rapids Procurement Manual.
http://www.cedar-rapids.org/document_center/Purchasing/Tie%20Bid%20Procedure_14.pdf

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

SECTION 5.0- GENERAL TERMS AND CONDITIONS - BIDS

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 <https://www.law.cornell.edu/uscode/text/42/12101>.
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 - <https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>, Section 504 of the 1973 Rehabilitation Act <https://www.ada.gov/cguide.htm#anchor65610>, 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.
4. It is the responsibility of the Contractor to understand and implement the Accessible Design specifications indicated above (Article 26.1 and 26.2) into all applicable construction projects, including being aware of and making considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Contractor shall be responsible to make the construction workers aware of the specifications and tolerances in projects that involve ADA design items. Any subsequent inspection of installations of facilities or construction that results in failure to meet the Accessible Design parameters, these items shall be removed and replaced at the expense of the Contractor.

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.

PICKUP OF SCRAP METAL - The pickup time or completion date, as stated in the Bid Form, shall be the time required to get the scrap metal picked up following receipt of notice to proceed. The Bidder agrees that pickup will be completed in the time stated.

City holiday closures are typically New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Pickup will not be accepted on those dates.

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.

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, creed, color, sex, religion, national origin, ancestry, age, marital status, families with children, sexual orientation, gender identity or genetic information, physical or mental disability, except where age and sex are essential bona fide occupational requirements, or where disability or handicap 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 race, creed, color, sex, religion, national origin, ancestry, age, marital status, families with children, sexual orientation, gender identity or genetic information, physical or mental disability. 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.

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

SUBCONTRACTING - The Services/Work 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.

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

----- End of General Terms and Conditions-----

ATTACHMENT A
BID SUBMITTAL FORMS

For

PURCHASE OF SCRAP METAL
RFB #PUR0318-153

FORM NAME	Page
Bid Pricing Form.....	9
Signature Page Form.....	10

BID PRICING FORM

The Contractor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Bid all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to accomplish the Project as defined below. 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.

Pricing for scrap metal (to be paid to the City):

Description	Quantity	Unit Price	Extended Price
Black metal library shelves at Ladd Library: Black-coated metal shelves; 5”H x 35”W x 10”D; each shelf base is covered with a removable rubber mat; each shelf weighs approximately one (1) lb.	128	\$	\$
White metal library shelves at Ladd Library: White-coated metal shelves; 5”H x 35”W x 10”D; each shelf base has six removable plastic grips glued to the shelf; each shelf weighs approximately one (1) lb.	200	\$	\$
Media box at Ladd Library: One (1) single unit of the Media Box 540; 87”H x 50”W x 20”D; outside branding is removable vinyl; unit weighs 550 lbs.; the unit contains some wiring, plastic, and rubber pieces on the inside	1	\$	\$
Media boxes at Downtown Library: Three (3) units of the Media Box 540; 87”H x 50”W x 20”D each, connected with screws in the middle units; outside branding is removable vinyl; individual units weigh 550 lbs each or 1650 lbs total; units contain some wiring, plastic, and rubber pieces on the inside	3	\$	\$

Contractor shall be responsible for pickup of all scrap metal items from each library location. Contact Jessica Musil at (319) 739-0409 to schedule pickup. All items must be picked up within five (5) days after bid award. Items can be picked up Monday through Friday between 9:00 a.m. and 5:00 p.m. CDT.

Downtown Library
 450 5th Ave. SE
 Cedar Rapids, IA 52401

Ladd Library
 3750 Williams Blvd. SW
 Cedar Rapids, IA 52404

The under signed Bidder, having examined these documents, and having full knowledge that all items offered on the bid pricing form are being sold “as is” with absolutely no representations, guarantees or warranties of any kind, including warranties of merchantability or use for a particular purpose, either expressed or implied, hereby proposes that he/she will fulfill the obligations contained herein in accordance with all terms, conditions and specifications set forth.

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: _____

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.

ATTACHMENT B – RELEASE FORM

This Release Form must be executed and presented to the city as a condition of sale. Do not submit it in the sealed envelope with your bid.

In consideration of the City of Cedar Rapids, Iowa (hereinafter "city") selling to _____ (hereinafter "buyer") for the sum of \$_____, which amount has been received, I hereby agree and recognize the following:

That buyer shall be solely responsible for the safe loading, securing, transporting, use and disposal of the following item(s):

(Hereinafter referred to as "the items").

That the City shall not supply or furnish any labor, materials, or advice for the loading, securing, transporting, use or disposal of the items;

That the items are being sold "as is" with absolutely no guarantees, warranties or representations by the City of any kind, including warranties of merchantability or use for a particular purpose, either expressed or implied;

That the buyer shall be solely responsible for determining what uses are safe, both to the buyer and to others;

That the City makes absolutely no representation as to the safety, structural integrity or operability of the items or any of their component part(s), and that the buyer agrees that it is solely responsible for inspection of the items for defects, whether obvious or latent;

Further, the City and its officers and employees are hereby released by _____ from any and all liability arising out of or in any way related to the prior maintenance and use by the City, loading, securing, transporting, use or disposal of the items as mentioned above, and said buyer will defend, indemnify and save harmless the City, its officers, agents and employees from any claims for liability, whether or not arising out of negligent or willful actions or the failure to act on the part of the City, its officers, agents and employees.

The buyer is aware and agrees that the City is selling the items solely in its capacity as current owner and not in any other capacity, including but not limited to that of manufacturer of the items, and specifically acknowledges that the City is not the manufacturer of the items.

Name: _____

Signature: _____

Date: _____

Witness (City Employee): _____