



"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

October 31, 2018

For
**CRYOGENIC OXYGEN SYSTEM MAINTENANCE & REPAIR
SERVICES
RFB #PUR1018-079**

Prepared by
City of Cedar Rapids
Purchasing Services Division

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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	Work Order Form

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 3:00pm CST on Wednesday, November 14, 2018, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for as needed maintenance and repair services on the cryogenic oxygen system as requested by the City of Cedar Rapids Water Pollution Control Facility.

1.2 RFB Timeline

Name of the Bid Cryogenic Oxygen System Maintenance & Repair Services, RFB #PUR1018-079

Date of Issuance October 31, 2018

Deadline for Questions Wednesday, November 7, 2018 at 3:00pm CST

Deadline for Bid Submittal Wednesday, November 14, 2018 before 3:00pm CST
Bids time stamped 3:00pm or after are late

Recommendation for Award November, 2018

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: Cryogenic Oxygen System Maintenance & Repair Services, RFB #PUR1018-079
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 bids **are not** acceptable

Contact Person, Title Heather Mell, CPPB, Purchasing Agent
E-mail Address h.mell@cedar-rapids.org

Phone/ Fax Numbers Phone: 319-286-5117 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 Wednesday, November 14, 2018 at 3:00pm (our clock) CST 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 FEDERAL FUNDING PROVISIONS

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 cryogenic oxygen system maintenance and repair services at the Water Pollution Control Facility. Subcontractor shall mean any person, firm, or corporation who contracts with the Contractor to perform a service for which the basis of payment or Scope of Work is identified as a part of this RFB. Project Manager shall mean Travis Mastin, WPC Maintenance Manager 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 making 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 Wednesday, November 7, 2018 at 3:00pm CST. FAX or E-MAIL all questions to Heather Mell 888-815-3659 or h.mell@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.

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 service being offered shall be addressed in writing and submitted with the Proposal.

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 No responsibility will be attached to any person for premature opening of a bid not properly identified.

2.12 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 shall be for one (1) year anticipated to be December 1, 2018 through November 30, 2019.
- 3.1.2 The City and the Contractor may renew the original Contract for four (4) additional one-year time periods by mutual agreement. A minimum of thirty (30) days' notice must be given to renew the contract for additional increments.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

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 Invoices shall include the following information:

- Contractor name and address
- Date of Work
- City PO number
- Copy of Work Order Form, if applicable
- Description of Work
- Who performed the Work, their job classification, number of hours worked, hourly labor rate and total labor rate charged
- Unit price
- Extended price
- The total amount being invoiced
- The Project Number / Contract Number (RFB #PUR1018-079)

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

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

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) Valid claims of Subcontractors or other persons;
- e) Delay in the progress or completion of the Work;
- f) Inability of Contractor to complete the Work;
- g) Failure of Contractor to properly complete or document any pay request or invoice;
- h) Any other failure of Contractor to perform any of its obligations under the Contract; or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in the Contract.

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

3.4.3 Disposal

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

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

3.4.4 Access/Retention

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

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

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

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

3.6 Expenditure of Service

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 Background - The City of Cedar Rapids is seeking bids from qualified Contractors for as needed maintenance and repair services on the cryogenic oxygen system as requested by the City of Cedar Rapids Water Pollution Control (WPC) Facility, 7525 Bertram Road SE, Cedar Rapids, Iowa.
- 4.2 Scope of Work
- 4.2.1 The cryogenic oxygenation equipment at the Water Pollution Control Facility consists of one (1) Union Carbide Model U80 cryogenic oxygen plant with one (1) JOY air compressor complete with intercoolers, lube oil system and motor (1750 Hp, 3 phase, 2300V, 60 Hz); one (1) JOY air compressor complete with intercoolers, lube oil system and motor (1250 Hp, 3 phase, 2300V, 60 Hz); one (1) Rotoflow Turboexpander, (50 Hp); Two (2) 25,000 gallon liquid oxygen storage and vaporizing facility; related process equipment and electronic & pneumatic instrumentation and controls.
- 4.2.2 Contractor shall be responsible for the following:
- a) Provide technical support and supervisory personnel, both in person and over the phone
 - b) Provide on-site classroom training one time per year in the fall prior to the annual or 5 year turnaround period
 - c) Review and update existing Maintenance Plan
 - d) Perform annual maintenance cycle turnaround
 - e) Perform five year extensive maintenance turnaround
 - f) Perform as-needed and emergency repair services
- 4.3 Technical Support
- 4.3.1 Contractor shall consult with and render assistance to the WPC staff on special problems of operations and maintenance, which may be encountered from time to time. This work shall include, but not be limited to, providing assistance at the job site or by telephone for equipment or system operation, plant personnel training, reviewing maintenance status, troubleshooting problems, overhaul procedures, recommending equipment or system upgrades, review of operation data, parts and maintenance planning and conducting audit of the facilities if requested by the WPC Maintenance Manager or designee.
- 4.3.2 Contractor must be able to provide the following technical support and supervisory personnel to assist and advise the Water Pollution Control staff in the following (such work may include, but not be limited to):
- a) operations,
 - b) upgrading of existing equipment,
 - c) 5-year and annual maintenance turnarounds, and
 - d) on-going staff training.
- 4.4 Classroom Training
- Contractor shall provide on-site classroom and on-the-job training of City personnel in the safe and efficient operation of the cryogenic system, including but not limited to cost effective operation and the basic theory of the processes involved. Contractor shall be required to describe the “normal” ongoing training typically provided for all essential personnel on the use and administration of the cryogenic system. “Normal” ongoing training shall include such topics as safety, basic system theory, plant start-up/shutdown and system efficiency information. Contractor shall provide one training session in the fall prior to the annual or 5 year turnaround period. Training shall take place over a minimum of four (4) days in order to facilitate training for maintenance and operations staff working a 24/7 shift.
- 4.5 Maintenance Plan
- 4.5.1 Contractor shall review the existing Maintenance Plan for all equipment covered under this contract and make recommendations to modify and/or update said plan.
- 4.5.2 It shall be the sole responsibility of the Contractor to review said plan, generate recommendations and update the existing Maintenance Plan with recommendations approved by the City. Upon completion, the comprehensive maintenance plan should include, but not be limited to, the following items:

- a) preparation of a schedule and cost estimate of labor, parts and equipment for recommended periodic major preventative maintenance
- b) Timing adjustments and measurements of production rate and power consumption of the cryogenic system for efficient operation
- c) Analysis of existing instrumentation components
- d) Quarterly review of major equipment operation and records and the diagnosis of the need for, and scheduling of, periodic major preventative maintenance
- e) Each service call shall include a prepared service report detailing exactly what tasks are to be performed, time required for performance; skill levels required to perform tasks and any special tools and instrumentation needed to maintain the equipment at optimal working condition
- f) Maintenance intervals shall be determined by O.E.M. manufacturers recommendations except where otherwise determined by the City
- g) After each service call is signed off, details from the completed service report shall be recorded to assure performance control and continuous updating given to the WPC Maintenance Manager or designee
- h) The Contractor shall assist in replacement of worn, failed or suspect components and parts
- i) The Contractor shall carry out the maintenance program in accordance with original manufacturer's operation and maintenance manuals
- j) The Contractor shall perform services, which shall include, but is not limited to those items recommended by the O.E.M.

4.6 Annual Maintenance Cycle Turn-Around (to include, but not be limited to)

4.6.1 Cold Box

- a) Calibrate all transmitters and verify loop communications
- b) Stroke all valves from associated controller
- c) Test and calibrate cold box casing gauges
- d) Top off cold end gel trap and recirculating gel trap with silica gel
- e) Verify and calibrate main condenser high and low shut down switches
- f) Grease, inspect and function check switching valves
- g) Inspect thaw heater electrical; heater elements megered phase to ground
- h) Inspect perlite level

4.6.2 Surge Tank

- a) Remove cover, inspect and clean tank
- b) Inspect and function check high water level shut down switch

4.6.3 Turbine Skid

- a) Calibrate and set oil pressure alarm and shutdown switch
- b) Calibrate and set seal gas alarm and shutdown switch
- c) Stroke turbine nozzles and inspect and function check quick dump valve to see if it closes within two (2) seconds
- d) Calibrate and set oil pressure regulators
- e) Replace all filters
- f) Calibrate tachometer and verify low and high-speed shut down
- g) Drain oil sump and replace with OEM recommended new oil

4.6.4 Control Panel

- a) Inspect and function check controllers and manual load stations; clean and service if necessary
- b) Calibrate receiver gauges and associated transmitters
- c) Calibrate and set liquid make and add switches
- d) Inspect and function check cold end delta "T" system

- 4.6.5 Main Air Machines
 - a) Stroke inlet guide vane and blow off valves
 - b) Calibrate and set oil pressure switches
 - c) Calibrate and set temperature switches
- 4.7 5-Year Extensive Maintenance Turn-Around (to include, but not be limited to)
 - 4.7.1 Drain liquid oxygen
 - 4.7.2 Cold thaw (to ambient temperature)
 - 4.7.3 Cryogenic shut down
 - 4.7.4 Removal of perlite and washdown coldbox interior (Contractor shall provide cleanout and disposal in environmentally safe and approved manner of existing material, washdown and cleanout of entire coldbox)
 - 4.7.5 Warm thaw
 - 4.7.6 Coldbox valve replacement (2 each)
 - 4.7.7 Rebuild reversing heat exchanger switching valves (2 each)
 - 4.7.8 All requirements as listed for Annual Maintenance Turn-Around Activities – Item 4.6
 - 4.7.9 Replacement and installation of new perlite provided from a supplier approved by the WPC Maintenance Manager or designee. Pennsylvania Perlite has been used at this facility in the past. The City’s vessel holds approximately 6800 cu. ft. of Perlite.
- 4.8 Service Requirements - Contractor shall:
 - 4.8.1 Furnish all labor, miscellaneous parts and services, equipment, tools, transportation and methods of communication in performance of this service.
 - 4.8.2 Provide qualified, certified and proficient employees to perform various duties. While on-site, all work required to correct any problems diagnosed by the Contractor shall be approved in writing by the WPC Maintenance Manager or designee prior to work being performed.
 - 4.8.3 Provide minimum of three (3) service persons for planned preventative maintenance.
 - 4.8.4 Provide minimum of two (2) service persons for emergency service calls and any type of response to service that is not part of the Maintenance Plan.
 - 4.8.5 Be on call 24 hours per day, 7 days a week with a 24-hour emergency response time.
 - 4.8.6 Provide at least one (1) emergency phone number available after normal working hours, weekends and holidays.
 - 4.8.7 Provide office contact person who is available during regular working hours. This person shall be authorized, experienced and qualified to discuss matters relating to the City’s cryogenic oxygen system and pertaining to the required services.
 - 4.8.8 Report to the job site and have the appropriate service manuals; proper tools, test instruments, and safety equipment.
 - 4.8.9 To ensure that the technicians are responding to a service call, they must also immediately contact the WPC Maintenance Manager or designee upon arrival at job site. Travel costs (any and all related expenses) shall be included in the hourly rate for labor.
 - 4.8.10 Keep the area clean while the service is provided and leave the work area clean and free of materials, debris and equipment to the satisfaction of the WPC Maintenance Manager or designee. Remove and dispose of all defective materials in accordance with all applicable rules, regulations, codes, law, ordinances, statutes, etc. WPC Maintenance Manager shall approve the removal of all cryogenic system parts. All removed parts shall remain the property of and returned to WPC.

- 4.8.11 Clean, repair or replace any WPC property if damaged by the Contractor or its subcontractor(s) during the performance of this service to the satisfaction of the WPC Maintenance Manager or designee, at no additional cost to Water Pollution Control.
- 4.8.12 Provide a continuous on-site work force until maintenance and repairs of the Cryogenic Oxygen System is completed to the satisfaction of the WPC Maintenance Manager or designee. The Contractor shall make every effort to cause the least possible interference with the daily activities of the plant operation and work with plant staff to ensure this is completed.
- 4.8.13 Provide owner's manuals of any new replacement components.

4.9 Emergency Service

- 4.9.1 An emergency service call is defined as any call the City makes to the Contractor to report a malfunction of any part, component, system or subsystem, which has or had the potential to disrupt the operation of the equipment or the system, endangering equipment or personnel safety. These calls may be made at any time of any day. The Contractor shall respond to these calls as noted below.
 - a) The WPC Maintenance Manager or designee shall notify the Contractor by telephone call when emergency service is required. The Contractor shall provide emergency service in response to calls made at any time of any day, twenty-four (24) hours per day, seven (7) days per week.
 - b) Contractor shall respond (be working "on-site") to an emergency call twenty-four (24) hours from the time the company received the call from the WPC Maintenance Manager or designee.
 - c) When responding to an emergency service call, the Contractor shall provide all labor, materials (if not available in the WPC inventory), trouble-shooting diagnostics and equipment required to repair the malfunction and restore the equipment to optimum working condition. Service shall be provided as may be required to restore the equipment or system to proper use.

4.10 Scheduled Maintenance Services and Inspections (Non-Emergency)

- 4.10.1 Any call the City makes to the Contractor to report a malfunction or maladjustment of any part, component, system, or sub-system, which usually does not result in the equipment or system disruption or endangering equipment or personnel safety. These calls may be made during working hours. The Contractor shall respond to these calls as noted below.
 - a) The WPC Maintenance Manager or designee shall notify the Contractor by telephone call when routine maintenance services and inspections (non-emergency) are required. Contractor shall respond (be working "on-site") for routine maintenance services and inspections (non-emergency) five (5) business days (or as mutually agreed on by both the City and the Contractor) from the time your company received the call from the WPC Maintenance Manager or designee.
 - b) When responding to routine maintenance services and inspections (non-emergency), the Contractor shall provide all labor, materials (if not available in the WPC inventory), trouble-shooting diagnostics and equipment required to repair the malfunction and restore the equipment to optimum working condition. Service shall be provided as may be required to restore the equipment or system to proper use.

4.11 Parts, Materials, Supplies

- 4.11.1 Contractor shall assist the City in planning, procuring and maintaining parts for the Cryogenic Oxygenation Plant.
- 4.11.2 The Contractor shall replace worn, failed and suspect components and parts. Replacement parts, material and supplies provided during preventative maintenance or emergency repair service shall conform to the manufacturer's part number for the particular equipment except in the event that the part number is superseded by a more recent number, the most current part shall be provided. Defective or broken part shall be replaced with new parts and/or rebuilt parts. The Contractor may use spare parts of the City's inventory provided all parts used shall be itemized in a report and given to the WPC Maintenance Manager or designee. Reasons for replacement include defect, normal wear which renders the part ineffective or inefficient, or excessive wear.
- 4.11.3 The Contractor is to provide materials at a percentage not to exceed ten (10) percent of original cost as purchased by the Contractor. The City of Cedar Rapids reserves the right to purchase materials to supply the Contractor when it is in the best interest of the City. The Contractor shall not be responsible for

warranty on parts and supplies provided by the City. The Contractor shall be responsible for all warranty issues on all parts and supplies provided by the Contractor.

- 4.11.4 The Contractor shall submit a complete and detailed list of materials proposed for use with each “Not to Exceed” cost estimate. All materials shall be new and unused.

4.12 Reporting

Contractor shall provide a written report indicating recommendations for repairs or replacement of parts when a questionable condition is discovered. The report shall address safety, reliability and usability concerns of any piece of equipment, system or component. This list is not to be considered as “complete” and it is expected that any other problems or concerns noted during any testing, repairs, maintenance and modifications process will be reported.

4.13 Additional Requirements

4.13.1 Upon the completion of every service visit, including preventative maintenance, emergency repair service, and routine maintenance services and inspections, the Contractor shall submit a written report to the WPC Maintenance Manager or designee detailing items, which shall include, but are not limited to the following:

- a) On-site date, starting and completion time, name and serial number of the specific equipment maintained and/or repaired.
- b) State the purpose of the visit, indication whether the visit was for preventative maintenance, emergency repair services, routine maintenance services and inspections or a purpose other than those listed.
- c) Detail exactly what tasks were performed, what materials and replacement parts were provided, the time required to perform tasks, the skill levels necessary, special tools and instrumentation/equipment necessary to perform the tasks. Make comment as to the general condition of the system.
- d) Make a “Bottom Line” statement as to the status of the tasks and/or equipment, such as “work completed”, “on hold for components”, etc.

4.14 Work Order Form

4.14.1 All Work requested by the Water Pollution Control Facility shall be issued on a Work Order Form, see Attachment D.

4.14.2 The WPC Maintenance Manager or designee shall complete the Work Order Form and provide it to the Contractor.

4.14.3 For pre-scheduled work, the Contractor shall provide a written not-to-exceed cost estimate for the project and include a detailed breakdown of the cost, including estimated hours of work, the job classification with the corresponding firm fixed hourly rate, a detailed equipment and material list with make, model and cost of each item, delivery schedule, etc.

4.14.4 Upon completion of the project, Contractors shall provide the WPC Maintenance Manager or designee with the final breakdown of actual costs associated with the project. Contractor shall invoice for the actual costs, which shall not exceed the written cost estimate.

4.15 Schedule Of Work

4.15.1 The Cedar Rapids Water Pollution Control Facility operates continuously 24 hours a day, 365 days a year. Contractor shall coordinate the work schedule with the City to minimize disruption to the plant operation. Planned preventative maintenance, inspections and all major maintenance and repairs are to be completed during the months of June – October of the contract year.

4.15.2 The Contractor shall perform planned maintenance procedures during the standard working hours of the WPC Facility. The standard workweek shall be considered Monday through Friday from 7:00 am – 3:30 pm; excluding normal holidays granted to the City employees. Workdays are exclusive of Saturday and Sunday.

4.15.3 The Contractor shall attempt to complete all work during standard workweek hours and without the necessity of Saturday, Sunday and Holiday labor. However, in no case shall the Contractor’s inability to

complete the planned maintenance work during standard workweek hours waive the Contractor's responsibility of the functionality of the equipment, minimum time requirements or any other requirements of this contract. Should it be determined that work cannot be completed during the course of standard workweek hours, the Contractor shall gain written authorization from the WPC Maintenance Manager or designee for such Saturday, Sunday or Holiday labor. Authorization must be received prior to commencement of such work.

4.15.4 Once the contract is awarded and the Maintenance Plan has been reviewed and accepted in writing by the City, a yearly schedule shall be made by the WPC Maintenance Manager in conjunction with the Contractor, which shall incorporate routine repairs and maintenance activities to identify equipment shutdown periods. It is imperative that once dates are determined for each portion of this contract that these dates are followed and the process is completed. Work which requires system shutdown and emergency or overtime work shall be coordinated with the WPC Maintenance Manager or designee.

4.15.5 The City reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Contractor. The Contractor shall not commence any additional work or change the scope of the Services 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 signed by both the Contractor and the City. The Contract may only be amended, supplemented or modified by a written document signed in the same manner as the Contract.

4.16 Contractors Employees

Any person making deliveries to or working in City facilities must be identifiable by uniform, proper identification and a marked vehicle. The Contractor shall only furnish employees who are competent and skilled for work under the Contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under the Contract.

4.17 Contract Administrator - Site Based Administrator

The contract administrator will be Heather Mell, Purchasing Agent for the City of Cedar Rapids. The site-based administrator will be Travis Mastin, WPC Maintenance Manager. During the term of the contract, should the site-based administrator request a change of scope, function, design, etc. of the project, such request shall be reported to the City's contract administrator prior to any changes being made.

4.18 Permits/Licenses

Contractor is responsible for all permits and/or licenses to perform the duties of this contract.

4.19 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 bidders will offer expertise on conformance of regulations applying to the products they sell. Failure to assist the City of Cedar Rapids in this area may be just cause for rejection.

4.20 Safety

4.20.1 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 by work performed under the contract. 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.

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

4.21 Subcontracts – Assignments

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

4.22 Tools and Equipment

The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools and all other items necessary for and incidental to executing and completing all required work. Contractor shall provide all required tools, equipment, consumable products and testing instruments needed for the job.

4.23 Waste Disposal – Clean-Up

Removal and off-site disposal of construction waste will be the responsibility of the Contractor and shall be included in the bid price. Debris and trash shall be removed at the end of each day's work. Upon completion, the work area shall be left clean of debris and trash associated with the work. There shall be no additional charges to the City for removal and/or disposal of materials, including perlite.

4.24 Workmanship, Materials & Equipment

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

4.25 WPC Gas Monitors

You may be working in conditions with the potential to be exposed to hazardous gases, therefore it is the responsibility of the Contractor to provide their own hazardous gas monitors. Gas monitors are required at all times while in any "process area" of the WPC complex. Required gas monitors should measure levels of H₂S, O₂, LEL and CO. A gas monitor is NOT required per person, but is required per crew per area of the WPC. Any other safety equipment will also be the responsibility of the Contractor to provide, such as safety harnesses, safety glasses, hard hats, ear protection, safety shoes, gloves, etc.

4.26 WPC - Contractor Safety Training

4.26.1 Contractors and Subcontractors performing construction, renovation, demolition, installation, maintenance or repair operations in or on Cedar Rapids Water Pollution Control Facility (WPC) property are responsible for ensuring that all of their employees, including subcontractor employees, attend and pass a one-hour *WPC Contractor Safety Orientation Course* prior to starting work.

4.26.2 The purpose of this training program is to ensure that Contractors are informed of the presence and type of hazards in or near their work areas at the WPC plant site; are made aware of WPC's expectations regarding safety compliance and the control of worksite hazards; and to ensure the safety of WPC employees and the public who may be in close proximity to Contractor operations.

4.26.3 This site-specific *WPC Contractor Safety Orientation Course* is a computer-based training (CBT) program that is presented and administered by Gatefeed. The cost of the training is \$25.00 per person and can be arranged by calling (312) 467-9884 or visiting the Gatefeed website at <https://app.gatefeed.com/sessions/new> (Course ID: Cedar Rapids – Water Pollution Control). The contractor safety orientation training must be completed on an annual basis.

4.26.4 Please note that the *WPC Contractor Safety Orientation Course* is only available in an English-language version. If the Contractor or Subcontractors have any non-English speaking employees the employer is

responsible for providing translation of the training material for their employees. Contact Gatefeed in advance to make the appropriate arrangements if this is necessary.

4.26.5 A picture ID will be issued to each employee upon satisfactory completion of the training.

4.26.6 All Contractors, subcontractors, suppliers, etc. who enter the WPC facility will be required to wear a WPC-issued access badge. OSHA 10 documentation, picture ID and documentation of current Gatefeed site specific safety training are required to obtain an access badge.

- a) Access badge will be issued by WPC at no cost. Replacement cost for lost, stolen or damaged badges will be charged to the Contractor at a cost of \$15 per badge
- b) Each Contractor employee is required to badge in and badge out each time upon entrance and exit from the plant, either on foot or in a vehicle
- c) No personal vehicles are allowed inside the facility
- d) No vehicles with magnetic signs are allowed inside the facility
- e) Each Contractor employee will be required to provide their cell phone number
- f) All Contractor employees shall wear the access badge so it is visible at all times
- g) All Contractor employees shall turn in their access badge upon completion of the Work

----- 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:
- The evaluation team shall determine which responsible Bidder has submitted the lowest responsive bid.
 - 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.
 - The City Manager executes the Contract.
 - 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;
 - Service as specified in these bid documents;
 - Company's reputation and financial status;
 - Company's ability to meet the City's Insurance Requirements;
 - 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 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.
- 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 Services by competitive bid or proposal. Preference shall be applied to acceptable bids or proposals from businesses located within Linn County who have submitted a notarized Local Business Certificate. An additional 2% preference will be given for Certified Small Businesses within Linn County, Iowa who are registered with the

Federal Government as one of the following: Small and Disadvantaged Business, Service Disabled Veteran Owned Small Business and Woman Owned Small Business. 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. General Company Information Form – Attachment C
2. Certification Regarding Ability to Obtain Required Insurance – Attachment C
3. Bid Pricing Submittal Form – Attachment C
4. Bid Signature Page – Attachment C
5. Local Business Certificate, if applicable – Attachment C

----- 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 <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.

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 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.

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 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principals 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 - GOODS - The Contractor warrants that all articles, materials and goods shall be consistent with manufacturer's specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at Contractor's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

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

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.

REQUIRED THREE (3) ENDORSEMENTS are to be added to the General Liability Policy. Copies of the endorsements are to be produced with the certificate.

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):

- 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.
- 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.
- 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.
- 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.
- 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 Cryogenic Oxygen System Maintenance & Repair Services, RFB#PUR1018-079, 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 (h.mell@cedar-rapids.org), fax (888-815-3659), mail or delivery to the attention of Heather Mell.

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

ATTACHMENT C

BID SUBMITTAL FORMS

For

CRYOGENIC OXYGEN SYSTEM MAINTENANCE & REPAIR SERVICES

RFB #PUR1018-079

FORM NAME	Page
General Company Information Form.....	26
Certification Regarding Ability to Obtain Required Insurance.....	27
Bid Pricing Submittal Form.....	28
Signature Page Form.....	30
Buy Local Packet (submit only if applicable).....	31

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.

CERTIFICATION REGARDING ABILITY TO OBTAIN REQUIRED INSURANCE

**CERTIFICATION BY BIDDER’S INSURANCE AGENT/BROKER REGARDING BIDDER’S ABILITY TO OBTAIN
REQUIRED INSURANCE COVERAGE AND ENDORSEMENTS**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Attachment B, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverage and endorsements if selected as the successful bidder of the RFB to which my client has responded:

Project Name and Number: _____

Legal Name of Bidder: _____

Name/Address of Insurance Agency:

Phone: _____ Fax: _____

Email: _____

Name of Agent/Broker (Print): _____

Signature of Agent/Broker: _____

Date of Signature: _____

BID PRICING SUBMITTAL FORM

Contractor shall submit firm fixed unit prices as requested below. The prices shall include mileage, insurance, gas, maintenance, labor, administrative costs, office and warehouse costs, equipment and all other expenses necessary to complete the referenced project according to "normal" industry standards per the specifications, exclusive of all taxes. Payment for the services rendered shall be based on the firm fixed unit prices for the actual quantities of hours and equipment.

Description	Engineer/hr	Foreman/hr	Laborer/hr	Mechanic/hr
Standard Day Hourly Rate Mon-Fri, 7:00 am-3:30 pm	\$	\$	\$	\$
Standard Evening Hourly Rate Mon-Fri, 3:30 pm-7:00 am				
Saturday Hourly Rate	\$	\$	\$	\$
Sunday and Holiday Hourly Rate	\$	\$	\$	\$
Telephone Consultation Rate	\$	\$	\$	\$
Material Mark-up (not to exceed 10%) Evidence of Contractor's actual cost for materials is required at time of invoicing. The City reserves the right to supply all equipment and materials.				%
Mobilization Fee	\$			
Demobilization Fee	\$			

State the warranty period for all repairs _____

BUDGET PRICING			
Certain Contractors complete projects in different time schedules depending on their experience/inexperience; as a result, the Contractor with the lowest labor rates may not be the least expensive in terms of the final cost to the City. Although a Contractor's labor rates may be lower, the final cost of the job will be higher due to the additional hours. The City has the following hypothetical job proposals that a Contractor may be asked to perform. The proposer is asked to provide NOT TO EXCEED pricing (NOT INCLUDING PARTS). The prices listed would remain firm for the duration of the initial term of this contract.			
1.	\$	Labor	Remove and replace perlite (City's vessel holds approximately 6800 cu.ft. of perlite)
	\$	Materials	
2.	\$	Labor	Remove, rebuild and replace Joy air compressor (#1 or #2)
	\$	Materials	
3.	\$	Labor	Stroke lines to control valve
4.	\$	Labor	Yearly calibration and loop test of pneumatic instrumentation
	\$	Materials	
5.	\$		Total cost for one (1) multiple day training session on-site training in the fall, total of four (4) days on-site – includes all expenses (travel, handouts, etc.)
6.	\$	Labor	Oxygen transfer efficiency assistance (UNOX system)
7.	\$	Labor	Budgetary estimate for an annual maintenance turnaround, including cost to verify existing level and top off perlite to OEM requirements (City will provide perlite)
	\$	Materials	
8.	\$	Labor	Budgetary estimate for a 5-year maintenance turnaround, to include cost to remove and dispose of perlite and replace perlite to OEM requirements
	\$	Materials	

Required with Bid Submittal: For each of the eight (8) aforementioned items, Contractor must submit explanations that describe their methods to complete the project and what materials they intend on using. Include detailed breakdown that indicates the labor classification, labor rates, material required and price for material. Also, each explanation must include the Contractor's experience and/or history in completing these projects. Additionally, please list whether or not each specific project is performed "on-site" (at the WPC) or "off-site" (Contractor's place of business).

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 _____

D-U-N-S (<https://fedgov.dnb.com/webform>) _____

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](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 vendor'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			
	Vendor A	Vendor B	Vendor 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%
- Vendor B submitted the lowest bid of \$14,770.55
- Vendor B is not a local business
- Vendor A submitted the next lowest bid of \$15,147.99
- Vendor 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 vendor, Vendor 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			
	Vendor A	Vendor B	Vendor 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 Vendor A was given 976.7 points by the evaluation team
- Vendor B and Vendor C each received 50 additional points per the local preference policy
- After the additional points were applied, Vendor 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: _____		
(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 – Purchasing Division
 101 First Street SE
 Cedar Rapids, IA 52401

Internal Use Only:
 Vendor ID: _____ Vendor Location ID: _____ Updated by: _____



STATEMENT OF POLICY

CITY OF CEDAR RAPIDS SMALL BUSINESS CERTIFICATE

On August 8, 2017, the City Council approved Resolution No. 1048-08-17 to amend the Purchasing Manual to include an additional preference for Certified Small Businesses within Linn County, Iowa who are registered with the Federal Government as one or more of the following: **Small and Disadvantaged Business, Service Disabled Veteran Owned Small Business or Woman Owned Small Business.**

In order for a business to be entitled to a local preference **and** a small business preference, a business must have the following:

- 1. Completed, approved, notarized Local Business Certificate on file with the City of Cedar Rapids Finance Department (see pages 1-3);
2. Completed, approved, notarized Small Business Certificate on file with the City of Cedar Rapids Finance Department (see page 4);
3. DUNS# and
4. Be registered with the Federal Government on the System for Award Management (SAM) website (www.sam.gov).

The preference is not applicable to sole source purchases, 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.

Preference shall be given to Certified Small Businesses in conducting procurement of goods and/or services by bid, quote or proposal as follows:

- 1. For Bids and Quotes: An extra 2% shall be applied for Certified Local Businesses who are registered with the Federal Government as a Small Business and designated as one or more of the types of businesses described herein.
2. For Proposals: An extra 2% of all available points shall be applied for Certified Local Businesses who are registered with the Federal Government as a Small Business and designated as one or more of the types of businesses described herein.

WRITTEN STATEMENT REQUESTING SMALL 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 small business for purposes of the City of Cedar Rapids "Buy Local" program. In support of this request I certify the following information as being true and correct:

Form with fields for: Name of Business, Do you have a DUNS Number?, Does your company have an active registration with the Federal Government on the System for Award Management (SAM) website, and Indicate which small business designation your company is registered as on the SAM website.

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

Mail the notarized, completed certificate to ->->- City of Cedar Rapids - Purchasing Division
Internal Use Only: 101 First Street SE Cedar Rapids, IA 52401
Vendor ID: _____ Vendor Location ID: _____ Updated by: _____