



"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

November 6, 2015

For
**SOLID WASTE CONTAINERS FOR COLLECTION OF
GARBAGE, RECYCLING & YARD WASTE
RFB #PUR0715-013**

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, Manufacturing Process & Technical Product Information Form, Signature Page Form, Buy Local Packet)

Section 1.0 – NOTICE OF REQUEST FOR BIDS (RFB)

1.1 Notice of Request for Bid

Notice is hereby given that sealed bids will be received before 3:00 p.m. CST on Thursday, December 3, 2015, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for Solid Waste Containers for the collection of Garbage, Recycling and Yard Waste as requested by the City of Cedar Rapids Solid Waste & Recycling Division.

1.2 RFB Timeline

Name of the Bid Solid Waste Containers for Collection of Garbage, Recycling & Yard Waste – RFB #PUR0715-013

Date of Issuance Friday, November 6, 2015

Deadline for Questions Thursday, November 19, 2015 at 3:00 p.m. CST

Deadline for Bid Submittal Thursday, December 3, 2015 before 3:00 p.m. CST
Bids time stamped 3:00 p.m. or after are late

Recommendation for Award January 2016

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: Solid Waste Containers for Collection of Garbage, Recycling & Yard Waste
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 Rebecca Johnson, CPPB, Purchasing Agent

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

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

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

1.4 Bids will be publicly opened on Thursday, December 3, 2015 at 3:00 p.m. (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

CONTRACT 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 Contract, and any extensions thereof, the Vendor shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to the City. Such insurance will protect the Vendor from liability and claims for injuries and damages which may arise out of or result from the Vendor's operations under the Contract and for which the Vendor may be liable, whether such operations are by the Vendor or by a sub-contractor 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 Vendor and the City, but without restricting or waiving any obligations of the Contractor herein contained, the Vendor shall insure the risks which shall arise directly or indirectly from Contractor's obligations and activities associated with 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 containers to the Solid Waste & Recycling Division. 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 Mark Jones, Superintendent of Solid Waste & Recycling, 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 Thursday, November 19, 2015 at 3:00 p.m. CST. FAX or E-MAIL all questions to Rebecca Johnson at (888) 815-3659 or r.johnson2@cedar-rapids.org. Any and all questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment C). All Addenda will be posted on the City's website. It is the Bidder's responsibility to check for addenda.

<http://www.cedar-rapids.org/government/departments/purchasing/Pages/currentbidopportunities.aspx>

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 February 1, 2016 through January 31, 2017.
- 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

- Delivery Date
- City PO number
- Description of Goods
- Quantity
- Unit price
- Extended price
- The total amount being invoiced
- The Project Number / Contract Number (RFB #PUR0715-013)

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) Goods that are 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 manufacturing of the Goods;
- f) Inability of Contractor to complete delivery of the Goods;
- 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) shall 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 Estimated Quantities

The City does not guarantee that the quantities estimated will be accurate for the upcoming contract period. The City reserves the right to order decreased or increased amounts from those specified. However, the estimates are as accurate as we are able to determine. Actual quantities, whether lesser or greater than estimated, will not affect the prices as bid and accepted for the term of the contract(s).

3.7 Artwork and Dyes

All originals, photographs, artwork, paste-ups, negatives and digital media used in the production of the printing shall remain and/or become the property of the City. All artwork, paste-ups, negative and digital media shall be in a reusable condition and any damage shall be considered the responsibility of the Contractor. In some cases the City may elect to leave artwork with a particular Contractor but the City's ownership of the artwork is not relinquished.

3.8 Samples

Prior to the award, samples representing the exact items bid may be required at the expense of the bidder(s). Do not automatically submit samples. If they are required, the Purchasing Services Office will contact you. When required, samples must be furnished within five (5) calendar days of request. All samples shall be marked "Samples for Solid Waste & Recycling Division", and each sample shall bear the name of the bidder and shall be carefully tagged or marked in a substantial manner. Failure to submit samples, when requested, will be cause for rejection of the Bid.

The samples submitted by bidders on items for which they have received an award might be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Samples belonging to unsuccessful bidders must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made. Bidder shall make all arrangements for delivery of samples to the place designated as well as removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

3.9 Contractor's Employees

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

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.

3.10 Contract Administrator – Site Based Administrator

The contract administrator will be Rebecca Johnson, Purchasing Agent for the City of Cedar Rapids. The site-base administrator is Mark Jones, Solid Waste & Recycling Superintendent. 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 (Rebecca Johnson) prior to any changes being made so an amendment to the contract may be issued.

3.11 Descriptive Literature

Bidders shall include the manufacturer’s literature that describes the basic or standard equipment to be furnished. Descriptive literature will be used in addition to bid specifications in determining award. However, if literature depicts something in conflict with City bid specifications, it is the bidder’s responsibility to make that clear, in writing, to the City.

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

SECTION 4.0 – SCOPE OF WORK, SPECIFICATIONS

4.1 Background - The City of Cedar Rapids provides 95, 65, and 35 gallon solid waste containers to residents for the disposal of their garbage, recycling and yard waste materials. The containers are collected from the curb using fully automated collection trucks. Collection misses may be collected by a rear loader utilizing semi-automated tipper.

4.2 Scope of Work

The City of Cedar Rapids is seeking bids from qualified suppliers to provide the following containers (quantities are estimated) on an annual basis:

- 1 to 2 truckloads of 35 gallon containers for the garbage and recycling collection
- 1 to 2 truckloads of 65 gallon containers for recycling collection
- 1 to 2 truckloads of 65 gallon vented containers for yard waste collection
- Up to 4 truckloads of 95 gallon vented containers for yard waste collection

4.2.1 The containers are required for distribution to new homeowners and to replace stolen or damaged containers for existing homeowners

4.2.2 The containers are primarily collected with fully-automated trucks, but must be capable of being collected utilizing semi-automated collection tipper.

4.2.3 The containers furnished shall be of the latest possible design which has been in regular production and use for a minimum of three (3) years

4.2.4 All containers furnished shall be new and unused. Discontinued models and components are not acceptable.

4.2.5 The containers shall carry a **minimum warranty of ten (10) years**, during which time the product shall be generally maintenance free when properly used.

4.2.6 If the awarded Contractor is found to have “overstated” the true ability of their containers, the Contractor shall reimburse the City for all costs incurred with remanufacturing of containers until all required criteria have been satisfied. Reimbursable costs shall include all legal, rental, travel, etc.

4.2.7 The awarded Contractor shall be able to service the containers furnished to the City of Cedar Rapids. The Contractor shall be an authorized factory dealer for the area including the City of Cedar Rapids, or provide satisfactory proof by the manufacturer that service will be guaranteed.

4.2.8 The Contractor shall have an adequate supply of parts and supplies available for delivery to Cedar Rapids within 24-48 hours.

4.3 Minimum Specifications – Container Material, Manufacturing Process and Construction

4.3.1 Container Material – Resin

The City will consider both rotational and injection molded containers as long as the molding process provides the structural thickness specified. Blow molding is not acceptable.

- a) Resin shall be used for both the body and the lid of the container. The resin shall be a high-density polyethylene (HDPE) or medium-density polyethylene (MDPE) resin manufactured from a national petrochemical producer. Resin material shall satisfy manufacturer’s original specification for first quality raw material. Off-Spec, Wide-Spec, or regenerated polyethylene material is not acceptable.
- b) Containers shall have a minimum of 85% virgin and not more than 15% post-consumer recycled plastic.
- c) Resin shall be enhanced with color concentrate, ultraviolet inhibitor and thermal stabilizer utilizing a hot-melt compounding extrusion process.
- d) The following documentation shall be included with bid submittal:
 - Letter from resin supplier certifying that resin is acceptable for containers used for Scope of Work described herein
 - Copy of resin manufacturer’s Published Specification Sheet
 - Letter from color concentrate supplier certifying brand name, standard blending level, blending level for the product to be furnished, any additions, and stating that level used is acceptable for this application

- Letter from ultraviolet inhibitor supplier certifying inhibitor is minimum 1% carbon black plus any other pigments required to make the colors selected by the City and that the level used is sufficient enough to resist deterioration from sunlight break down for minimum ten (10) years and is acceptable for this application
- Letter from thermal stabilizer supplier certifying brand name, standard blending level, blending level for product to be furnished, any additions, and stating that level used is sufficient to resist deterioration from heat break down for minimum ten (10) years and is acceptable for this application
- Letter certifying that when color concentrate, ultraviolet inhibitor and thermal stabilizer are compounded with plastic resin for container and its components the materials shall be mixed in molten state using hot-melt extrusion method. Dry blending of material is not acceptable.
- Copies of independent laboratory certifications and/or resin producer's certified specifications verifying that containers to be furnished shall meet or exceed the following ASTM molded property specifications: Environmental Stress Crack Resistance (E.S.C.R.) Condition "A" for rotational molded containers or Condition "B" for injection molded containers.

4.3.2 Container Construction

- a) Containers shall be free of sharp corners, edges, pointes or other potential hazards.
- b) Exterior and interior surfaces and molded parts shall be smooth, uniform in appearance, and free of foreign substances, shrink holds, cracks, blow holes, webs, flash or other superficial imperfections or structural defects that could adversely affect appearance and/or performance of the container. It shall not support combustion.
- c) The interior of the containers shall be high gloss, smooth, and free of crevices, recesses and other obstructions with the exception of the metal catch bar. The interior construction and shape shall assure the free flow of contents out of the container when dumped.
- d) The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and provide a flat surface for the lid.
- e) The container shall have a minimum wall thickness of 0.15 inches throughout its body.
- f) The container shall have a minimum wall thickness of 0.175 inches at all critical wear and stress points such as the cart bottom, handle, lift bar, molded catch bar, etc.
- g) The bottom of the container shall have molded in wear chimes, ridges or drag rails of a minimum thickness of ¼ inch to prevent excessive abrasion or wear to the bottom of the cart resulting from contact with rough surfaces when being moved or lifted during collection. Wear pads or attachments are not acceptable.

4.3.3 Container Air Vent Holes (For yard waste containers only)

- a) Containers designated for yard waste shall have four (4) air vents (2 on each side)
- b) Each air vent shall be at least 3" in diameter. The size of the holes in each vent shall be small enough to keep a majority of insects out of the container.
- c) Air vents shall be centered on the side of the container, one with the bottom of the vent a minimum of 7" up from the ground and the other with the top of the vent a minimum of 2" down from the underside of the molded lip at the top of the container.
- d) If vent holes are drilled through the side of the container all drill holes and resulting burrs left on the inside of the container shall be sanded smooth.
- e) Air vent screens shall be affixed from the inside of the container, not snapped in from the outside of the container, in order to prevent the screens from popping out when handled by the automated collection equipment.
- f) A grate is not required at the bottom of yard waste containers.

4.3.4 Temperature Rating/Range

The container and all its components shall withstand normal use within the ambient air temperature range of -30°F to +120°F when loaded with 122.5 pounds in the 35 gallon container, 227.5 pounds in the 65 gallon container, and 332.5 pounds in the 95 gallon container.

4.3.5 Container Capacity and Sizes

- a) Container capacities shall be a minimum of 34 gallons, 64 gallons, and 95 gallons excluding the lids. The exact volume (gallons) of the container itself and the outside dimensions (inches) including length, width, height and depth shall be included with bid submittal. The exact volume (gallons) of the container lid shall also be provided.
- b) Container Load Capacity – containers shall be designed to regularly receive and dump a minimum of 120.4 pounds (35 gallon), 227.5 pounds (65 gallon), and 332.5 pounds (95 gallon), excluding the container weight itself, without failure for the warranty life of the container. Containers shall be rated for and designed to contain 3.5 pounds per gallon without distortion, damage, or reduction in maneuverability or any other function herein. Containers shall not be reinforced with metal frames or bolts and rivets. Certification stating load rating and confirming that containers meet these requirements shall be included with bid submittal.
- c) Container Weight – The assembled weight of the container shall not be less than 20 pounds for 35 gallon container, 26 pounds for 65 gallon container, and 30 pounds for 95 gallon container.

4.3.6 Container Colors

- a) Colors for container bodies shall be grey for garbage, blue for recycling, and dark green for yard waste.
- b) All container lids shall be black.
- c) Color charts shall be included with bid submittal. The color shall be 1.0% by weight and hot melt compounded into the HDPE plastic resin.

4.3.7 Container Lid

- a) The lid shall be manufactured in the same manner and from the same material type as the container body. The lid shall be molded and configured in a manner that prevents warping, bending, slumping or distortion to such an extent that it no longer fits the container properly or becomes otherwise unserviceable.
- b) The lid shall be of a convex shape to allow water and snow run off and also be designed to seal or overlap the top of the container to prevent water or snow from entering in the closed position and promote vector control.
- c) The lid shall be permanently attached to the container with a tamper resistant attachment method and resistant to removal without tools.
- d) The lid shall not be attached using metal hinges. Living hinges and lid counter weights are not acceptable. If plastic pipe is used as a hinge pin, it shall be concealed and protected from UV radiation by a hinge made of the same resin as the container body.
- e) The lid shall open a full 270 degrees from horizontal closed position to full vertical hanging position with no stress on the hinge or body. The lid shall rotate through the full arc with no interference.
- f) The lid shall be held closed by gravity and not open during windy conditions. Lid latches are not acceptable.
- g) The lid shall be designed to be opened with one hand while at the same time ensuring that an individual's hand does not come in contact with the front base of the lid. The lid may have molded-in handles. Bolted on handles are not acceptable.
- h) The lid shall be designed to enable the free and complete flow of material from the container during the dumping cycle.
- i) The lid shall remain fully functional for the useful life of the container.
- j) Containers shall be shipped with the lids attached.
- k) Lids that are too heavy and/or constitute a hazard which could cause any type of injury to users if dropped from the open position are unacceptable.

4.3.8 Container Handles and Hinges

- a) The container shall have grab handles located at the top rear of the container. The handles shall be designed and molded as in integral part of the container body and attached by a minimum of 3

supporting extensions. Lid-mounted, bolted-on or riveted-on handle mounts, metal, or PVC piping are not acceptable.

- b) The handle area shall provide 2 comfortable gripping areas for pulling or pushing the container.
- c) The handle shall not rotate as the lid is opened.
- d) There shall be no less than 1-1/2 inches of clearance between the container body and the inside edge of the handle.
- e) The hinge which holds the lid to the container, thus creating the handle, shall be a minimum of 1" in diameter and shall be a rust-proof plastic fastener system test rated at a minimum of 600 pounds pull strength.

4.3.9 Container Pick-up Points and Catch Bar

- a) The container shall be designed with an integral, molded-in, pick-up point on the upper front side which allows container to be lifted by domestic semi-automated or fully automated lifting devices.
- b) The pick-up point shall be constructed from same resin specifications as the body and be part of the body construction.
- c) The container shall be equipped with a lower catch bar located on the front of the container which functions to prevent the container from falling into the packer body hopper when dumped. The lower catch bar shall not be used as a lifting or support point.
- d) The catch bar shall be constructed of either galvanized steel tubing or plastic/fiberglass composite material which rotates freely in reinforced plastic journals. Molded-in plastic catch bars are not acceptable.
- e) Lower catch bars shall be securely attached to the container body with tamper resistant attachment methods that cannot be easily removed by common hand tools. They shall not be bolted on to the container. Speed nuts and cotter pins are not acceptable.
- f) Lower catch bars shall be warranted by manufacturer against breakage or failure for ten (10) years.

4.3.10 Container Axle and Wheels

- a) Each container shall be equipped with an axle and two wheels. The axle and wheels shall be designed to provide the specific wind stability described in Section 4.4.2.
- b) The axle shall be constructed of a minimum diameter of 5/8" cold rolled solid steel, which has been zinc coated to protect against rust and corrosion.
- c) The axle shall be attached to the container body by an integral molded assembly which is part of the molded cart body, and which maintains the waterproof nature of the container while at the same time providing permanently self-lubricating bearing surfaces. Bolt-on, molded slots, nuts, bolts, "press-in" and screw assemblies are not acceptable. Axle shaft shall be certified to be in compliance with maximum ANSI Standards.
- d) Wheels shall be all plastic with a smooth tread and conform to the manufacturers specifications as noted in product literature.
- e) Wheels for the 35 gallon container shall be a minimum 8" diameter and 1-1/4" wide with a weight minimum load rating of 150 pounds and wheels for the 65 and 95 gallon containers shall be a minimum 10" diameter and 1-3/4" wide with a minimum load rating of 200 pounds per wheel.
- f) Wheels must be "snap-on" style. Cotter pins and end caps are unacceptable. Wheels shall be attached by means of a spring-loaded internal steel detent, which snaps into a locking groove in the axle.
- g) Wheel assemblies shall be designed to be theft and temper resistant yet be easy to remove/replace for repair purposes.
- h) Wheels shall be certified compliant with maximum ANSI standards.

4.3.11 Container Stability Handling and Mobility

- a) Containers shall be stable and self-balancing when in the upright position either loaded or empty.
- b) Containers shall remain in the upright position when empty with the lid open in winds blowing from any direction at a minimum of thirty (30) miles per hour.

- c) Containers shall remain in an upright position if and when lid is thrown open when cart is empty.
- d) Containers shall not slip through the gripper into the packer hopper or slip to the wheels while being emptied.
- e) Containers shall be designed to be handled easily, whether full or empty, by workers and/or users over a variety of distances and surfaces including, but not limited to, sand, gravel, mud, grass, snow, asphalt and concrete without creating extra work or a safety hazard.
- f) The container shall be designed with a foot-operated tilt feature designed into the axle area to facilitate ease in tipping.

4.3.12 Container Identification and Markings

- a) Sides of Container – All containers shall be hot stamped in white with the City of Cedar Rapids logo on both sides of the container. The logo must be a minimum of 5” high by 8” wide.
- b) Front of Container – Each container shall have a unique serial number hot stamped on the front, above the lower catch bar area, in white block numbers, which are a minimum of 3/4” in height for the 35 gallon containers and 1” in height for the 65 and 95 gallon containers.
 - The serial number shall identify the gallon capacity of the container, the year it was manufactured, and have 5 or 6 spaces for sequentially numbering the containers.
 - The serial numbering shall be confirmed with the City prior to manufacturing of containers.
 - The container shall have a manufacturer’s molding identifying the month and year it was manufactured.
 - The contractor shall maintain a permanent file, by serial number, identifying the week each container was manufactured.
- c) Outside Lid of Container – The outside of the container lid shall contain instructions and information in white molded-in lettering. The exact instructions and information will vary depending on the intended contents of the container. The instructions will be provided to the awarded Contractor by the City and exact placement on the outside of the lid shall be pre-approved by City staff prior to manufacturing of containers. The outside lid shall also have a minimum of two (2) large visible arrows and the words “ARROWS TOWARD STREET” in white molded-in lettering. The arrows are critical in order to ensure that the containers are placed in the proper direction to be picked up by automated collection trucks.
- d) Inside Lid of Container – The inside of the container lid shall have a 4-panel picture showing that the container shall not be pushed or pulled with the lid opened. The picture panel shall be oriented on the inside of the lid so it is viewed right side up when the lid is opened the full 270 degrees. The picture shall be pre-approved by City staff prior to manufacturing of containers. All dye/art charges shall be included in the price of the container.
- e) Additional wording to appear in white lettering near the handle:

DO NOT
 DRAG CART
 PLACE ON A STEEP SLOPE
 PLACE ON AN ELEVATED PLATFORM
 PLAY IN OR AROUND
 TO MOVE CART:
 1) CLOSE LID 2) GRASP HANDLE 3) TILT 4) PUSH OR PULL

4.3.13 Integrally Molded Sticker

If available, the City prefers that the manufacturer provide a full color sticker integrally molded into the cart lid to provide residents with information regarding what items can be placed into the container. If you are able to provide this option, the City will require that it be placed on the outside of the container lid to prevent any interference with the wording required on the inside of the container lid. If the sticker is an option that can be provided pricing shall be included on the pricing submittal form (Attachment C).

4.4 Quality Assurance and Performance Testing

4.4.1 ANSI Conformance

- a) All containers furnished shall meet the most recent ANSI Z245.30 and ANSI Z245.60 standards for Type Bar/Grabber containers. Independently certified copies of all ANSI test results shall be included with bid submittal.
 - Test results shall state load (in pounds) under which tests were conducted. The load used for testing shall match the load rating stated in all literature and specifications for the containers.
 - The ANSI Appendix D test for “Loading and Unloading Test for Carts” shall clearly state that the required minimum 520 dump cycles under the containers full rated load were performed on both a semi-automated and fully automated Grabber Arm.
- b) The following ANSI test results are required and shall be included with bid submittal:
 - Semi-automated Lifter Test
 - Fully-automated Lifter Test
 - Volumetric Loading Capacity Test
 - Center of Balance Test
 - Force to Tip Test
 - Slopes Stability Test
 - Bottom Wear
 - Lid/Hinge Pin Life Cycle Test

4.4.2 Additional Testing Requirements

- a) The following tests are not required by ANSI, but are required by the City of Cedar Rapids and certified copies of the test results shall be included with bid submittal:
 - Wind Tunnel Test: An empty roll out container is placed on a level platform. A wind flow of 30 miles per hour is applied to the front, side, and back of the container for a duration of 30-seconds each. Failure is defined as the container tipping over. If the container moves during a test, the distance and direction of displacement shall be recorded. Certified wind tunnel testing data shall be included with bid submittal.
 - Drop Test: Container is loaded with a minimum of 100 pounds for the 35-gallon, 200 pounds for the 65-gallon and 300 pounds for the 95-gallon. The container is lifted to a minimum height of five (5) feet, measured from the bottom of the container to the ground, and dropped onto a concrete surface with the bottom of the container striking the concrete. The test is repeated five (5) times with each container. Survival is defined as a container still being able to function as a container. Failure is defined as damage occurring to the container that prevents normal use, or failure to meet the conditions defined in these specifications. Certified drop testing data shall be included with bid submittal.
 - Temperature Extremes Tests: Certified temperature extremes testing data shall be included with bid submittal for the following tests:
 - Heat Test: Container is loaded with a minimum of 100 pounds for 35-gallon, 200 pounds for 65-gallon and 300 pounds for 95-gallon, placed into a heat chamber, and subjected to a minimum temperature of 135°F for a minimum of 7 hours. The Container is then rolled a minimum of 100 feet and then inspected for damage, distortion, or any failure of its components.
 - Cold Test: Container is loaded with a minimum of 100 pounds for 35-gallon, 200 pounds for 65-gallon and 300 pounds for 95-gallon, placed into a freezer, and subjected to a minimum temperature of -30°F for a minimum of 7 hours. The container is then rolled a minimum of 100 feet and then inspected for damage, cracking, or any failure of its components.

4.4.3 Containers shall be inspected periodically during the manufacturing process to ensure they meet or exceed the minimum standards set forth in this Request for Bid.

4.4.4 Failure to submit required testing information will result in rejection of bid submittal.

4.5 Warranty Requirements

The bidder shall warranty all containers to be furnished including container body, lid, wheels, axle, all necessary hardware and other component parts for a minimum of 10 years from the date the containers are accepted by the City of Cedar Rapids at the FOB location. Under the warranty, the bidder and/or manufacturer assumes all costs related to parts replacement, including all applicable freight.

4.5.1 The Warranty shall specifically cover a no charge replacement of any container or component part which fails for the following reasons:

- a) Improper or inadequate materials,
- b) Defective workmanship,
- c) Inadequate rigidity or structural stiffness,
- d) Insufficient resistance to weathering,
- e) Rodent damage to container body,
- f) Any other cause or failure to perform as originally designed,
- g) Not suitable for the intended use as described herein.

4.5.2 The warranty shall not be prorated.

4.5.3 Failure of the container body shall require a full replacement of the container at no cost to the City. Container body repairs will not be acceptable.

4.5.4 Replacement at no cost to the City is required except in cases where it can be shown that the defect was caused by fire damage or component failure resulting from City or user abuse and/or vandalism. This determination shall be made solely in the judgement of the City.

4.5.5 The warranty is understood to include, whether stated in the manufacturer's warranty or not, the following coverage:

- a) Failure of the lid to prevent rain or snow from entering the container body.
- b) Damage to the container body, lid or any component part due to the opening or closing of the lid.
- c) Failure of the upper lift bar area or lower catch bar from damage during interface with lifting devices.
- d) Damage or cracking of the container body through normal operating conditions.
- e) Failure of the container body or lid to maintain its original shape.
- f) Failure of the wheels to provide continuous easy mobility as originally designed. Tires shall remain fully in place and not wear through.
- g) Failure of any metal components to remain free of red rust and corrosion as determined by the City of Cedar Rapids.
- h) Failure of the lid hinges to remain fully functional and to continually hold the lid in the intended position, open or closed.
- i) Failure of any portion of the container bottom to remain impervious to liquid or solid seepage in or leakage out of the container. If the bottom fails at any time during the 10-year warranty period, the entire container shall be replaced without cost.
- j) Failure of any part to conform to the minimum standards as specified in this request for bid.
- k) Failure of the container or any component parts of the container which would render the container not useful as a container.

4.6 Replacement Parts, Service and Availability

4.6.1 A list of spare replacement parts normally kept in stock to expedite minor warranty repairs shall be included with bid submittal. The parts list shall include part number, if applicable, and pricing (see pricing submittal form in Attachment C).

4.6.2 The awarded contractor shall furnish an additional 5% of all replacement parts, at no additional charge, with each shipment of containers so that the City can establish an inventory of parts to be used for field repairs. The following are considered to be replacement parts:

- a) Handles and assemblies

- b) Wheels and assemblies
- c) Lids and assemblies
- d) Lift bars and assemblies
- e) All associated fasteners and brackets

4.6.3 All container components shall be obtainable by the City without the purchase of a complete new container required. Pricing for spare parts shall be provided on the bid pricing submittal form in Attachment C and shall include all freight/shipping charges.

4.6.4 Contractor shall guarantee continuous availability of parts over the entire 10-year warranty period. A plan of action to fulfill this guarantee, including a list of alternative suppliers, shall be included with bid submittal.

4.6.5 The awarded Contractor shall have a sales and service representative available to respond by phone within 12 hours and respond on site within 24 hours if significant manufacturing or maintenance problems occur. Contact information for a local vendor for warranty service, parts and labor shall be included with bid submittal.

4.7 Delivery – Freight, Shipping and Stacking

4.7.1 Deliveries will be accepted Monday through Friday no later than 1:00 p.m. CST.

4.7.2 There may not be an unloading dock available at the FOB location. Contractor shall provide at least 24 hour notice of delivery so the City can make arrangements for staff to be available to assist with unloading.

4.7.3 Contractor is responsible for all freight/shipping charges. All shipments shall be FOB destination to the following address:

City of Cedar Rapids Solid Waste & Recycling
500 15th Avenue SW
Cedar Rapids, IA 52404

4.7.4 Containers shall be nested inside one another either fully assembled or fully assembled except for axles and wheels if needed to maximize shipping and storage space. The bottom container in each stack shall have its axle and wheels attached so stacks can be moved easily. Lids shall be attached.

4.8 Cart Disposal

An explanation of how disposal of damaged carts will be handled shall be included with bid submittal.

4.9 Buy Back Provision

The awarded Contractor shall agree to buy back damaged containers (resin) from the City's existing inventory, as well as containers purchased during the contract period. The price paid to the City shall be the scrap polyethylene price at the time of the transaction.

4.10 References

A list of at least ten (10) users of the same containers proposed shall be included with bid submittal. The list shall include users of all three sizes and include the following information about each user: name of municipality or company, contact person, address, telephone number, email address, quantity of containers they have in use, and how long they have had the containers. References must be located in similar climates to Cedar Rapids.

----- 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;
 - Manufacturing process and technical product information
 - Service as specified in these bid documents;
 - Company's reputation and financial status;
 - Company's ability to meet the City's Insurance Requirements;
 - Current lead-time quoted;
 - Guarantees and warranties;
 - Independent laboratory and consumer reports;
 - Past experience and service provided by Bidder;
 - 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
- 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://cedar-rapids.org/government/departments/purchasing/Documents/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 Services by competitive bid or proposal. Preference shall be applied to acceptable bids or proposals

from businesses located within Linn County who have submitted a notarized Local Business Certificate. See Attachment C for details. If your company is already registered, or if this does not apply to your business, do not complete the form.

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

SECTION 6.0 – SUBMITTAL INSTRUCTIONS

DOCUMENTS TO BE SUBMITTED WITH THIS BID

1. General Company Information Form – Attachment C
2. Certification Regarding Ability to Obtain Required Insurance – Attachment C
3. Bid Pricing Submittal Form – Attachment C
4. Manufacturing Process and Technical Product Information Form – Attachment C
5. Bid Signature Page – Attachment C
6. Local Business Certificate, if applicable – Attachment C

In addition to above, the following documentation for each type of container is required with bid submittal:

- Statement in writing from manufacturer that bidder is an authorized dealer for the Cedar Rapids area and services will be guaranteed
- Letter from resin supplier certifying that resin is acceptable for containers specified
- Copy of resin manufacturer's Published Specifications Sheet
- Letter from Color Concentrate supplier certifying brand name, level it is blended at, what the standard level is, any additions, and that the level used is acceptable for this application
- Letter from Ultraviolet Inhibitor supplier certifying the inhibitor is minimum 1% carbon black, stating other pigments used to make grey, blue, or dark green color, and confirming that level used is sufficient to resist deterioration from sunlight break down for minimum of ten (10) years and that it is acceptable for this application.
- Letter from Thermal Stabilizer supplier certifying brand name, level it is blended at, what the standard level is, any additions, and that the level used is sufficient to resist deterioration from heat break down for minimum of ten (10) years and is acceptable for this application.
- Letter from container manufacturer certifying that compounding of color concentrate, ultraviolet inhibitor, and thermal stabilizer with plastic resin will be mixed in the molten state using HOT-MELT extrusion method.
- Independently certified copies of all ANSI test results including the following:
 - Semi-automated Lifter Test
 - Volumetric Loading Capacity Test
 - Force to Tip Test
 - Bottom Wear
 - Fully-automated Lifter Test
 - Center of Balance Test
 - Slope Stability Test
 - Lid / Hinge Pin Life Cycle Test
- Certified wind tunnel testing data
- Certified drop testing data
- Certified temperature extremes testing data
- Letter certifying that containers are designed to regularly receive and dump the minimum amount stated for each size and that they are rated for and designed to contain 3.5 pounds per gallon without distortion, damage, or reduction in function without reinforcement of metal frames or bolts and rivets.
- Container color charts
- Warranty Insurance Document clearly stating exact warranty. The warranty shall be for no less than ten (10) full years and specifically provide for no-charge replacement of any component parts.
- List of alternative suppliers and a plan of action to fulfill a guarantee of continuous availability of parts over the ten (10) year warranty period even if for any reason the company becomes insolvent during the warranty period.

----- 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.

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 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://cedar-rapids.org/government/departments/purchasing/Documents/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.

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

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

TERMINATION OF CONTRACT FOR CONVENIENCE - The City may terminate the Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of

such termination. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

WARRANTIES - 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

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

General Liability Insurance: Vendor 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 which shall include the following coverages:

- Premises and Operations
- Personal Injury/Advertising Liability
- Products/Completed Operations
- Contractual Liability
- Broad Form Property Damage
- Product Liability Insurance must cover manufacturing or production flaws; design defects; and defective warnings or instructions

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 the Contract by the Vendor or its employees.

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

Umbrella/Excess Liability Insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits of the underlying policies required. Vendor shall notify City, if at any time their full umbrella limit is not available during the term of this Contract, and will purchase additional limits, if requested by the City.

ONE (1) ENDORSEMENT REQUIRED:

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 Vendor is required to purchase and maintain insurance coverage to protect the Vendor and City of Cedar Rapids throughout the duration of the Contract per the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Vendor to maintain this insurance in full effect will be treated as a failure on the part of the Vendor to comply with these requirements and be considered sufficient cause to suspend the services, 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 Vendor shall be responsible for deductibles and self-insured retentions in the Vendor's insurance policies.

The Vendor 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 for the Vendor's coverage to be primary and not contributing with any other insurance or similar protection available to the City whether any other coverage is primary, contributing or excess.

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 Solid Waste Containers for Collection of Garbage, Recycling & Yard Waste, RFP #PUR0715-013, as the Scope of Work the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

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

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

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

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

ATTACHMENT C
BID SUBMITTAL FORMS

For

**SOLID WASTE CONTAINERS FOR COLLECTION OF
GARBAGE, RECYCLING & YARD WASTE
RFB #PUR0715-013**

FORM NAME	Page
General Company Information Form.....	27
Certification Regarding Ability to Obtain Required Insurance.....	29
Bid Pricing Submittal Form.....	30
Manufacturing Process & Product Information Form.....	32
Signature Page Form.....	34
Buy Local Packet (submit only if applicable).....	35

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: _____

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:

References

List ten (10) customers who are current or have been served by your company within the last three (3) years to provide containers for similar purpose in climates similar to Cedar Rapids.

Reference #1 - Name: _____

Address: _____

Contact Person & Phone: _____

Container Sizes & Purpose: _____

Contract Period: _____

Contract Value: _____

Reference #2 - Name: _____

Address: _____

Contact Person & Phone: _____

Container Sizes & Purpose: _____

Contract Period: _____

Contract Value: _____

Reference #3 - Name: _____

Address: _____

Contact Person & Phone: _____

Container Sizes & Purpose: _____

Contract Period: _____

Contract Value: _____

Reference #4 - Name:

Address:

Contact Person & Phone:

Container Sizes & Purpose:

Contract Period:

Contract Value:

Reference #5 - Name:

Address:

Contact Person & Phone:

Container Sizes & Purpose:

Contract Period:

Contract Value:

Reference #6 - Name:

Address:

Contact Person & Phone:

Container Sizes & Purpose:

Contract Period:

Contract Value:

Reference #7 - Name:

Address:

Contact Person & Phone:

Container Sizes & Purpose:

Contract Period:

Contract Value:

Reference #8 - Name:

Address:

Contact Person & Phone:

Container Sizes & Purpose:

Contract Period:

Contract Value:

Reference #9 - Name:

Address:

Contact Person & Phone:

Container Sizes & Purpose:

Contract Period:

Contract Value:

Reference #10 - Name:

Address:

Contact Person & Phone:

Container Sizes & Purpose:

Contract Period:

Contract Value:

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

FOB POINT

The FOB Point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB - Destination.

FREIGHT CHARGES

Freight charges are to be included in the quoted price of the goods for both containers and spare parts.

Pricing per cart for 34 to 35 Gallon Wheeled Containers for Garbage & Recycling Collection

Pricing Threshold	Total Quantity	UOM	Unit Price per Container	Extended Price
One (1) truckload		Each	\$	\$
Two (2) truckloads		Each	\$	\$

Pricing for Spare Parts for 34 to 35 Gallon Containers

Part Description	UOM	Part #	Unit Price
Lids	Each		\$
Hinges	Pair		\$
Wheels, plastic w/ smooth tread	Pair		\$
Axles	Each		\$
Catch Bar	Each		\$
Plastic Rivets	Each		\$
Pins	Each		\$
Other:			\$

Pricing per cart for 64 to 65 Gallon Wheeled Containers for Recycling Collection

Pricing Threshold	Total Quantity	UOM	Unit Price per Container	Extended Price
One (1) truckload		Each	\$	\$
Two (2) truckloads		Each	\$	\$

Pricing per cart for 64 to 65 Gallon Wheeled and Vented Containers for Yard Waste Collection

Pricing Threshold	Total Quantity	UOM	Unit Price per Container	Extended Price
One (1) truckload		Each	\$	\$
Two (2) truckloads		Each	\$	\$

Pricing for Spare Parts for 64 to 65 Gallon Containers

Part Description	UOM	Part #	Unit Price
Lids	Each		\$
Hinges	Pair		\$
Wheels, plastic w/ smooth tread	Pair		\$
Axles	Each		\$
Catch Bar	Each		\$
Plastic Rivets	Each		\$
Pins	Each		\$
Vent Covers	Each		\$
Other:			\$

Pricing per cart for 95 to 96 Gallon Wheeled and Vented Containers for Yard Waste Collection

Pricing Threshold	Total Quantity	UOM	Unit Price per Container	Extended Price
One (1) truckload		Each	\$	\$
Two (2) truckloads		Each	\$	\$

Pricing for Spare Parts for 95 to 96 Gallon Containers

Part Description	UOM	Part #	Unit Price
Lids	Each		\$
Hinges	Pair		\$
Wheels, plastic w/ smooth tread	Pair		\$
Axles	Each		\$
Catch Bar	Each		\$
Plastic Rivets	Each		\$
Pins	Each		\$
Vent Covers	Each		\$
Other:			\$

Are you able to provide a full color sticker integrally molded into the outside of the container lid to identify the items that can be placed into the container (as described on page 14)? Yes No

If yes, what is the additional price per container to add this type of sticker? 34 to 35 Gallon: \$ _____
 64 to 65 Gallon: \$ _____
 95 to 96 Gallon: \$ _____

Are you able to agree with all requirements of the 10-year warranty as described in Section 4.5 on pages 16-17? Yes No

Comments: _____

City council resolution, signed contract and approved purchase order will be the documents that authorize work to begin.

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

Name of Company: _____

Authorized Signature: _____

Date: _____

MANUFACTURING PROCESS & TECHNICAL PRODUCT INFORMATION FORM

**The following information must be completed and included with bid submittal.
A bid submitted without this completed form will be considered non-responsive.**

Molding Process:

Rotational

Injection

Container Material:

Percent post-consumer recycled plastic used in container resin (15% or less): _____ %

Resin supplier: _____

Color Concentrate: Brand Name and Model No: _____

Level used: _____

Additions: _____

Color Concentrate Supplier: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email Address: _____

Ultraviolet Inhibitor: Brand Name and Model No: _____

Level used: _____

Additions: _____

Ultraviolet Inhibitor Supplier: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email Address: _____

Thermal Stabilizer: Brand Name and Model No: _____

Level used: _____

Additions: _____

Thermal Stabilizer Supplier: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email Address: _____

Container Strength and Capacity:

Container wall thickness throughout body (min. 0.15"): 34-35 gal: _____" 64-65 gal: _____" 95-96 gal: _____"

Container wall thickness at critical wear and stress points (minimum 0.175"):

	34-35 gallon	64-65 gallon	95-96 gallon
Cart Bottom	_____"	_____"	_____"
Handle Area	_____"	_____"	_____"
Front Lift Bar	_____"	_____"	_____"
Hold Bar	_____"	_____"	_____"
Other areas	_____"	_____"	_____"

Temperature range the container can withstand with minimum load:

34-35 gallon; 120 lb load _____°F to _____°F 64-65 gallon; 220 lb load _____°F to _____°F 95-96 gallon; 330 lb load _____°F to _____°F

Capacity/Volume, Size, load capacity, weight and strength of handles:

	34-35 gallon	64-65 gallon	95-96 gallon
Capacity/Volume of container, excluding lid:	_____ gal	_____ gal	_____ gal
Capacity/Volume of lid:	_____ gal	_____ gal	_____ gal
Outside Dimensions:			
Length:	_____"	_____"	_____"
Width:	_____"	_____"	_____"
Height:	_____"	_____"	_____"
Load capacity from published literature:	_____ lbs	_____ lbs	_____ lbs
Assembled container weight:	_____ lbs	_____ lbs	_____ lbs
Tested pull strength of molded grab handles:	_____ lbs	_____ lbs	_____ lbs

Axle and Wheels

	34-35 gallon	64-65 gallon	95-96 gallon
Axle Diameter:	_____"	_____"	_____"
Wheel Diameter:	_____"	_____"	_____"
Wheel Width:	_____"	_____"	_____"

Service

Representative available to respond by phone within 12 hours? Yes No, within _____ hours

On site within 24 hours for significant manufacturing problems? Yes No, within _____ hours

Local vendor for warranty service, parts and labor: _____

 Contact Name: _____

 Address: _____

 Phone Number: _____

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 Products be furnished and that all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

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

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

Federal ID Number _____

Iowa Department of Labor Registration Number, if applicable _____

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

FIRM PRICING

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

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

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

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

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

PAYMENT METHOD

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

QUICK PAY DISCOUNT

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

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

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

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

Subcontractor Company Name	Address	IA Contractor Registration #

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

BUY LOCAL PACKET

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

1. Who is local?

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

2. How do I apply for local preference status?

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

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

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

www.cedar-rapids.org/government/departments/purchasing

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

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

No, the following types of purchases are excluded:

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

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

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

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

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

7. How does the Buy Local Program work?

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

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

10% for bids less than \$25,000

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

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

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

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

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

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

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

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

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

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



STATEMENT OF POLICY

CITY OF CEDAR RAPIDS LOCAL BUSINESS CERTIFICATE

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

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

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

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

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

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

WRITTEN STATEMENT REQUESTING LOCAL BUSINESS STATUS

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

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

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

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

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

NOTARY PUBLIC, STATE OF IOWA

To confirm your status, check the certified local business list which is posted on the City's website:

www.cedar-rapids.org/government/departments/purchasing.

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

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

Internal Use Only:

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