



"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 PROPOSAL

July 27, 2016

For
TOWING AND STORAGE OF VEHICLES
RFP #PUR0716-001

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, Proposal Pricing Submittal Form, Signature Page Form, Buy Local Packet)
D	Police Department Tow Sheet

SECTION 1.0 – NOTICE OF REQUEST FOR PROPOSAL (RFP)

1.1 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before 3:00 pm CDT on Friday, August 12, 2016, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for Towing and Storage of Vehicles as requested by the City of Cedar Rapids Police Department and Fleet Services Division.

1.2 RFP Timeline

Name of the Proposal	Towing and Storage of Vehicles, RFP #PUR0716-001
Date of Issuance	July 27, 2016
MANDATORY Pre-Proposal Meeting	Wednesday, August 3, 2016 at 10:00 am CDT City Services Center - Five Seasons Conference Room 500 15 th Avenue SW Cedar Rapids, Iowa
Deadline for Questions	Wednesday, August 3, 2016 at 5:00 pm CDT
Deadline for Proposal Submittal	Friday, August 12, 2016 before 3:00 pm CDT Proposals time stamped 3:00 pm CDT or after are late
Recommendation for Award	September 13, 2016

Submit Proposal to: →→→→→→→→

Submit in a sealed envelope.

Address exactly as stated.

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

Sealed Proposal: Towing and Storage of Vehicles Office of the City Clerk-City Hall 101 First Street SE Cedar Rapids IA 52401

Method of Submittal

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

Contact Person, Title

Diane Muench, CPPB, Purchasing Agent

E-mail Address

d.muench@cedar-rapids.org

Phone/ Fax Numbers

Phone: 319-286-5023 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 Proposer. Similarly, the City is not responsible for, and will not open, any proposal responses that are received on or after the time stated above. Late submittals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.4 Proposals will be publicly opened on Friday, August 12, 2016 at 3:00 pm CDT (our clock) in City Hall, 101 First Street SE, Cedar Rapids 52401. Only the names of companies who submitted proposals will be revealed. The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the awarded proposal(s).

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

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

SECTION 2.0 – INSTRUCTIONS TO PROPOSERS

2.1 FEDERAL FUNDING PROVISIONS

This Project is not federally funded.

2.2 NOTICE: INSURANCE IS REQUIRED FOR THIS PROJECT

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

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

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

2.3 Whenever used in this RFP 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 Towing and Storage of Vehicles for the City. 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 RFP. Project Manager shall mean Sgt. Dale Moyle, Police Department and Joy Huber, Fleet Services Division, who are the designated coordinators and administrators 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 Proposal and all attachments.

2.5 MANDATORY Pre-Proposal Meeting

In addition to the information contained in the Request for Proposal, a mandatory pre-proposal meeting will be held on Wednesday, August 3, 2016 at 10:00 am CDT at the City Services Center - Five Seasons Conference Room, 500 15th Avenue SW, Cedar Rapids, Iowa. The City is inviting all Proposers to attend this meeting to ask specific questions and request clarifications in regard to this proposal document. All interested Proposers are required to attend in order to familiarize themselves with the systems and all conditions that may affect the time or cost of performance. Proposals from companies who do not attend the mandatory pre-proposal meeting will be deemed non-responsive.

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

2.7 Addenda

Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Proposer in writing by Wednesday, August 3, 2016 at 5:00 pm CDT. FAX or E-MAIL all questions to Diane Muench, 888-815-3659 or d.muench@cedar-rapids.org. Any and all questions will be responded to in the form of written addenda to all Proposers. 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 Proposer's responsibility to check for addenda. http://www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/current_bid_opportunities_list.php

2.8 Exceptions to Documents

The Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Proposers are cautioned that exceptions taken to this RFP may cause their proposal 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 Proposal, 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 proposal 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 RFP) between proposers and any City employee, City official or City Project Manager, outside of the Purchasing Services Division, during the entire competitive proposal process is strictly prohibited. Such actions will result in removal of the Contractor from the vendors list and rejection of the Contractor's proposal. **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 three (3) years, anticipated to be October 1, 2016 through September 30, 2019.
- 3.1.2 The City and the Contractor may renew the original Contract for one (1) additional three-year time period 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 Proposer 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 services or change the Scope of 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 Proposer 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 Proposal for review by the City's legal counsel during the evaluation of Proposals. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.
- 3.2.2 Proposers are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses. If agreement form indicated a firm other than the Proposer 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 proposal, no such form will be approved by the City during the evaluation or award processes, or following award of contract. If the proposal does not indicate the proposed Contractor, vendor or payee to be a person or company other than the Proposer, (1) only the Proposer will be considered as Contractor and (2) payments will be made only to the Proposer 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 proposal 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 are provided, 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:

- Towing Contractor name and address
- Date of Tow
- City PO number
- Description of Vehicle
- Description of Work/Services
- Unit Price
- The total amount being invoiced
- The Project Number / Contract Number (#PUR0716-001)

3.3.3 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.

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

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

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

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

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

3.4 Treatment of Documents and Records

3.4.1 Ownership

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

3.4.2 Confidentiality

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

3.4.3 Disposal

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

- a) comply with any retention requirements of the agreement, and

b) be in a manner such that documents or information in the Documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

3.4.4 Access/Retention

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

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

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

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

3.6 Expenditure of Service

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

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

SECTION 4.0 – SCOPE OF WORK

4.1 Background

- 4.1.1 The City of Cedar Rapids is seeking Proposals from qualified Contractors for Towing and Storage of Vehicles for the Police Department and Fleet Services Division.
- 4.1.2 Police Department towing and storage services includes motor vehicles which have been involved in various types of criminal activity, present a traffic control hazard or are in violation of traffic ordinances throughout the City.
- 4.1.3 Fleet Services Division towing services are for City-owned vehicles that are to be towed to a City maintenance facility, City-owned property or Linn County vehicle repair company.

4.2 Contractor Information

- 4.2.1 The following terms, phrases, words or their derivatives shall have the meaning hereinafter stated unless another meaning is clear from the context or usage.
 - a) The word “shall” imposes a duty or mandatory requirement
 - b) City means the municipality commonly known as the City of Cedar Rapids, Iowa
 - c) Contract means the written agreement enforceable by law between the City and the Contractor who is engaged to perform towing services for the City and shall incorporate by this reference all proposal documents, including attachments and addendums
 - d) “Towing” means the removal of a motor vehicle by use of a wrecker or flatbed, on demand or on an on-call basis, 24 hours a day, 7 days a week, irrespective of holidays and weekends
 - e) “Contractor” or “Towing Contractor” means a person engaged in the business of towing motor vehicles for consideration.
- 4.2.2 It is estimated that the Police Department will require towing of 4,000 vehicles annually and Fleet Services will require towing of 100 vehicles annually. These are only estimates and not a guarantee of Work for the Contractor. Actual quantities, whether lesser or greater than estimated, will not affect the prices as proposed and accepted for the term of the contract.
- 4.2.3 Towing Contractor’s vehicles must be in compliance with IDOT regulations.
- 4.2.4 Towing Contractor shall maintain its wreckers, tow trucks and other equipment in compliance with all state and local codes, statutes, advisories and regulations and in such a condition that they are able to perform their towing in a reasonable workmanlike and adequate manner. The following equipment must be at all times in proper working condition and/or conform to code:
 - a) A properly mounted and charged fire extinguisher
 - b) Safety reflectors and/or flares on board
 - c) All lamps and lights in proper working condition
 - d) Properly working windshield wipers/windshield free of cracks
 - e) Properly maintained vehicle suspension
 - f) Tires of minimum tread depth
 - g) All electrical wiring properly protected
 - h) All cargo properly secured
 - i) Exhaust system free of leaks and properly maintained
 - j) Heater and defroster system in proper working order
- 4.2.5 In addition, Contractor will comply with all city, state and applicable federal motor carrier regulations.
- 4.2.6 All wreckers and towing equipment are subject to unannounced inspections by the Cedar Rapids Police Department and/or the IDOT.
- 4.2.7 Flashing red lights are to be used at the scene only and not when the wrecker or tow truck is moving from point to point.
- 4.2.8 Towing Contractor shall have a minimum of five (5) employees available at all times who are licensed to operate the wreckers as required.

- 4.2.9 Towing Contractor shall provide all wreckers, equipment and labor necessary to tow all types of vehicles.
- 4.2.10 Contractor shall be required to hold a US Department of Transportation Truck Operator Permit Number. Each wrecker driver employee shall hold a current valid license to drive/operate equipment in accordance with state laws and city ordinances. All wrecker drivers shall wear Towing Company identification while performing their duties.
- 4.2.11 Before placing any towing vehicle in service, the vehicle must be in compliance with IDOT regulations regarding proper identification, to include name, address and phone number of the Towing Contractor and USDOT permit number.
- 4.2.12 All specifications or requirements SHALL be met by the time the proposals are opened. Failure to meet all of the specifications or requirements and failure to enclose all necessary attachments pertaining to vehicle and property lease, ownership or insurance at the time the proposals are opened may disqualify the proposer from being awarded the Contract.

4.3 Scope of Work - Police Department

- 4.3.1 The Towing Contractor shall respond to a call for service within thirty (30) minutes or less, in most cases, and must be available to respond to as many as five calls simultaneously for the City of Cedar Rapids.
- 4.3.2 The Towing Contractor shall, upon order or directions from any Cedar Rapids Police Officer, remove and/or impound all vehicles as ordered and directed at any time when called upon to do so. It is understood that any request to tow a vehicle shall be made only when lawful. If the towing of the vehicle poses unreasonable risk of injury to persons or excessive damage to property, as determined by the Towing Contractor, it is understood that services may be refused until a safe working agreement can be reached.
- 4.3.3 Contractor will determine what equipment to be used or measures that must be taken to safely tow vehicles. If extraordinary measures must be used to tow a vehicle, the police officer/commander at the scene shall be made aware.
- 4.3.4 The Police Department shall provide the Towing Contractor a copy of the Vehicle Impound and Tow Sheet - see Attachment D. Pre-existing damage on the vehicle shall be noted, as well as contents and property with a value of \$20 or more. Items that could cause injury; i.e., firearms, explosives, hazardous materials, etc. will be removed from the vehicle by the Police Department prior to towing.
- 4.3.5 Towing Contractor shall have available at all times a minimum of six (6) radio equipped towing vehicles which are properly equipped to tow vehicles in such a manner as to minimize damage to towed vehicles including three (3) flatbed trucks which are rated and licensed to haul a 3-ton vehicle at minimum, two (2) wreckers and one (1) wrecker of sufficient registration to tow a semi-truck/trailer or any heavy equipment. Radio equipped tow trucks/wreckers are those with constant radio contact between the vehicle and the home office. "Having available" shall mean either ownership of, or possession of, through a standard vehicle lease, two towing vehicles and three flatbed trucks. "Having available" a towing vehicle large enough to tow a semi-tractor/trailer or other heavy equipment shall mean either ownership or standard lease or subcontract with an owner of a towing vehicle of sufficient registration to transport vehicles of this nature. The Subcontractor shall provide that the owner of the semi-tractor/trailer or heavy equipment towing vehicle shall comply with all applicable provisions of this contract except all dispatching shall be through the Towing Contractor. For equipment that the Contractor does not own, a copy of any lease or subcontract and an insurance certificate are required and must be submitted with the proposal submittal documents.
- 4.3.6 NOTE: The towing service will be allowed to drive, rather than tow, large vehicles (semi-trucks) to the impound lot ONLY under the following circumstances:
 - a) Can only be driven by a qualified employee of the towing service with a proper CDL
 - b) Can only be driven if owner/operator of the vehicle consents to it being driven rather than being towed
 - c) Vehicle must be in safe operating condition

The exception to the above would be if a vehicle is seized or forfeited in accordance with Section 809 of the State Code of Iowa, as amended, which requires towing only.

- 4.3.7 Any shift commander on duty with the Cedar Rapids Police Department may require the vehicle to be towed and not consent to the vehicle being driven, even if all circumstances are complied with.
- 4.3.8 Towing Contractor shall maintain regular office hours as listed below, to allow owners to claim their vehicle:
 - a) 8:00 am-7:00 pm Monday through Friday
 - b) 8:00 am-4:00 pm Saturday
 - c) One hour on Sunday afternoon as determined by the Towing Contractor
 - d) At the times listed below, the vehicle owner shall be able to claim their vehicle with a one-hour notice only by Police Department request:
 - 1) 7:00 pm-10:00 pm Monday through Friday
 - 2) 4:00 pm-10:00 pm Saturday
 - 3) 7:00 am-10 pm Sunday and Holidays
- 4.3.19 Contractor shall post its hours of operation and its phone number(s) on its business door. Vehicles and property will be released per the guidelines of the Cedar Rapids Police Department.
- 4.3.10 Contractor cannot charge more than the rates stipulated in the Contract. Reduced rates may or may not be considered by the Towing Contractor.
- 4.3.11 Storage fees shall be paid at the rate proposed for each twenty-four (24) hour period or fraction thereof, not calendar days, beginning with the time of towing.
- 4.3.12 Towing Contractor shall provide itemized accounting for all vehicles towed that were charged the City's administrative fee (ordinance 61.103). This itemized accounting and a check shall be submitted to the Cedar Rapids Police Department weekly.
- 4.3.13 In accordance with Section 321.371 of the State Code of Iowa, as amended and Section 61.081 of the Code of Cedar Rapids, it will be the responsibility of the Towing Contractor to provide the necessary equipment and personnel to clean up whatever debris is left from the scene of an accident from which the Contractor is removing a vehicle.
- 4.3.14 Contractor shall provide a direct telephone line between its home office and the Cedar Rapids Police and Fire Communications Center and adequate personnel to answer the telephone during normal business hours (7:00 am - 7:00 pm). After normal business hours and on Sundays and holidays, the towing service MUST be able to be reached by pager or cell phone. THE CEDAR RAPIDS POLICE DEPARTMENT MUST BE ABLE, AT ALL TIMES, TO HAVE IMMEDIATE CONTACT WITH THE TOWING CONTRACTOR.
- 4.3.15 Contractor shall also maintain, during all seasons of the year, one (1) outside facility large enough to store a minimum of 800 vehicles and one (1) inside heated secured storage facility large enough to store a minimum of 10 vehicles. All facilities must be located within a reasonable distance of the corporate limits of Cedar Rapids at the time the proposal is opened and shall be located in such a manner that the use and facilities comply with all city or county zoning requirements. The storage facilities shall be lighted and completely fenced with a fence of minimum height of six feet to prevent the removal of any of the contents from, or damage to, the vehicles removed and/or impounded pursuant to these specifications. The towing service will store vehicles indoors when directed to do so by a police officer or an authorized police department employee. The Towing Contractor may, at its discretion, store vehicles indoors when necessary to limit damage caused by exposure to outside elements or if it cannot be secured adequately to prevent the loss of property.
- 4.3.16 If the Towing Contractor plans to lease the storage facility, within 3 days of being granted the towing contract, Contractor shall provide a signed lease for the storage facility for the vehicles to the City. If the proposer fails to provide the City with the signed lease within 3 days of being granted the towing contract, the City may award the contract to another proposer.
- 4.3.17 Contractor shall indicate on the Proposal Pricing Submittal Form whether its facilities have a security or surveillance system.

- 4.3.18 Towing Contractor must keep and maintain the following records for every motor vehicle towed: The make, model, and year of the motor vehicle, the license plate number, the vehicle identification number, the date towed and the amount billed for the services provided. If extraordinary measures are used, they should also be noted and the amounts so billed itemized. All such records shall be retained by the Towing Contractor for a period of one year from the date the service was provided and shall be made available to the Police Department for inspection on demand. Identical copies of these records shall be filed with the Police Department upon the release or disposal of the vehicle.
- 4.3.19 Whenever towed vehicles are claimed by the owner thereof, the Towing Contractor shall furnish to the owner of the vehicle an itemized statement of all charges made for the towing and storage of the vehicle and, upon release of said vehicle, shall secure from the owner a completed receipt and release for the vehicle and all other personal property contained herein. It will be the responsibility of the Towing Contractor to make the vehicle accessible to the owner by bringing the vehicle out of the storage lot to a public access area at no additional fee to the vehicle owner.
- 4.3.20 Contractor shall provide mechanical vehicle inspections and weights of vehicles free of charge for serious and/or fatal collisions at the request of the CRPD. The towing service will issue a written report on the findings of a vehicle inspection upon request.

4.4 Disposal of Abandoned Vehicles

- 4.4.1 The Cedar Rapids Police Department will authorize the Towing Contractor to act as its private entity to dispose of abandoned (not claimed) vehicles. The Towing Contractor agrees to remove all such vehicles and store them without cost to the City of Cedar Rapids, Iowa. Sales or disposal to a demolisher of the vehicles towed under these specifications shall be pursuant to Section 321.89 of the State Code of Iowa, as amended, and Section 61.103 of the of the City Code of Cedar Rapids. Sales shall be conducted at a time, place, and manner to be determined by the Towing Contractor.
- 4.4.2 The sale may be held upon the premises of the Towing Contractor. Disposition of the proceeds of the sales shall be made in accordance with the provisions of the laws of the State of Iowa and the ordinances of the City of Cedar Rapids. The City of Cedar Rapids shall not be responsible for paying any cost to the Towing Contractor.
- 4.4.3 Towing Contractor shall provide to the Cedar Rapids Police Department the following information on every vehicle disposed of by demolition or auction:
 - a) Year, make and VIN of vehicle
 - b) Date of disposal or sale
 - c) Name of purchaser or demolisher of vehicle
 - d) Amount received for vehicle (when requested by Cedar Rapids Police Department)
 - e) Bill for towing, storage and notification accrued on each vehicle
- 4.4.4 Vehicles seized or forfeited in accordance with Section 809 of the State Code of Iowa shall be towed to either the Towing Contractor's storage facility or a place designated by Police Department personnel. If towed to the storage facility, the City will pay the storage rate specified herein. If the seized or forfeited vehicle is subsequently towed to a different location, the Towing Contractor shall be entitled to a second towing fee. The fees allowed shall be the fees specified in the Contract.

4.5 Scope of Work - Fleet Services Division

- 4.5.1 Tows will generally be requested by the City's Fleet Services Division; however, any City department may request towing services.
- 4.5.2 Towing services must be available 24/7.
- 4.5.3 Location of pick-up for towing could be anywhere in Linn County.
- 4.5.4 Vehicles will be towed to a City maintenance facility, City-owned property or Linn County vehicle repair company.
- 4.5.5 The Towing Contractor shall respond to a call for service within thirty (30) minutes or less.
- 4.5.6 Towing Contractor shall be furnished a written inventory of the vehicle and its contents by the City department ordering or directing the tow truck.

- 4.5.7 Pre-existing damage on the vehicle shall be noted by the Towing Contractor.
- 4.5.8 Towing Contractor is responsible to provide wreckers and equipment necessary to tow the types of vehicles listed below:
 - a) Motorcycles, trailers, ATVs
 - b) Sedans
 - c) Light duty up to 10,000 GVWR
 - d) Medium duty 10,001-33,000 GVWR
 - e) Heavy duty 33,001-58,000 GVWR
 - f) Specialized equipment to include 100' Fire Department aerial device, Fire Department Quint units, Transit buses – 30', 35' and 40', lawn mowers, tractors, road graders and street sweepers
- 4.5.9 Contractor shall present a tow ticket at the destination that must be signed by a City employee or designee when the vehicle is dropped off.
- 4.5.10 No minimum charge is allowed for standard tows, only for winching services.

4.6 City Expectations

- 4.6.1 If at any time the equipment, appliances or methods employed during the Work are such that the quality of service is not satisfactory to the City, the City shall provide a written statement of deficiency, provide a recommended resolution and allow a reasonable time for appropriate remedial action.
- 4.6.2 The City reserves the right to cancel the contract if there are multiple instances of the Towing Contractor not responding to a call for service in 30 minutes or less, not answering a call for service 24/7 or being unable to respond to more than one call at a time.
- 4.6.3 The City may terminate the contract at any time by a notice, in writing, from the City to the Towing Contractor. The notice shall state the reasons for the proposed termination and provide the Towing Contractor with an opportunity to be heard prior to the termination.
- 4.6.4 If the City terminates the Contract with the Towing Contractor, the Towing Contractor shall be entitled to receive payment for vehicles towed prior to termination and by being allowed to auction or dispose to a demolisher all of the abandoned (not claimed) vehicles towed in accordance with the specifications in this RFP that are left at the Towing Contractor's premises.

4.7 Contractor's Employees

- 4.7.1 The proposer, owners or partners, officers or directors of the Towing Contractor shall never have been convicted of:
 - a) Any felony
 - b) Any crime involving the taking, use, tampering with or conversion of a motor vehicle
 - c) Theft, fraud, perjury, embezzlement, misappropriation, malfeasance, misconduct in public office or any finding of violation of fiduciary responsibility
 - d) Any crime of violence within the past three (3) years
 - e) Any OWI or driver's license suspension within the past three (3) years
 - f) Any narcotics related offense within the past three (3) years
 - g) Any crime of sexual abuse, indecent exposure, indecent contact with a child or lascivious acts and/or subject to any State sex offender registry
- 4.7.2 The Towing Contractor shall not employ any person convicted of the following:
 - a) Any felony within the past five (5) years
 - b) Theft, fraud, embezzlement, misappropriation or violation of a fiduciary responsibility within the past three (3) years
 - c) Any crime of violence within the past three (3) years
 - d) Any OWI or driver's license suspension within the past three (3) years
 - e) Any narcotics related offense within the past three (3) years

f) Any crime of sexual abuse, indecent exposure, indecent contact with a child, lascivious acts and/or subject to any State sex offender registry

4.7.3 Towing Contractor shall provide a list of all current employees, including date of birth, social security number, address and aliases on the Proposal Pricing Submittal Form provided in Attachment C. Contractor shall notify the City of all new hires within 30 days of hire date. The City will perform background checks on the Towing Contractor's employees, at no charge to the Towing Contractor.

4.7.4 If any personnel employed by the Towing Contractor conduct themselves in any manner that would embarrass or discredit the City or any citizen thereof, whether it would be by action or word, while performing Work under the Contract, the City shall provide the Towing Contractor with a written statement detailing the conduct and the employee shall be removed from performing Work on the City's Contract.

4.7.5 Any person performing work on behalf of the Contractor must be identifiable by uniform, proper identification, and/or a marked vehicle. The Contractor shall only furnish employees who are properly licensed, competent and skilled for work under the contract.

4.8 Subcontracts – Assignments

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

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

SECTION 5.0 – PROPOSAL 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 Proposer submitting the most responsive proposal which offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City reserves the right to accept or reject any or all proposals; to resolicit the project; to use both primary and secondary contractors; to award proposals by groups; and to waive technicalities and formalities where it is deemed advisable in protection of the best interests of the City.

5.1.2 If the evaluation team determines that the project should be awarded, the process shall be as follows:

- a) The evaluation team shall determine which Proposer has submitted the most responsive and responsible proposal.
- b) For projects equal to or greater than \$50,000, the City Council shall consider a resolution awarding the Contract and authorizing the City Manager to sign the Contract on behalf of the City. **Note**, as provided for by Section 4.03 of the Cedar Rapids Municipal Code, no Contract shall be deemed to be created and exist, unless and until the City Council adopts a resolution awarding the project and authorizing the City Manager to sign the Contract.
- c) Contractor signs the Contract.
- d) The City Manager and the City Clerk execute the Contract.
- e) 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 proposals received shall be rejected, the Proposers will be notified by the Purchasing Services Division accordingly. At that point, the City may, or may not, re-solicit the project.

5.2 Proposal Evaluation Criteria

Financial terms will not be the sole determining factor in the award. In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal. The evaluation team shall rate each of the categories on a scale of 1-10, with 1 being unacceptable and 10 being exceptional.

5.2.1 Qualifications and Experience - 50 points

- a) Relevant experience of key personnel, including assigned Project Manager
- b) Relevance of references, including performance on other city projects
- c) Knowledge, experience and demonstrated success with providing similar services
- d) Towing related equipment and equipment capabilities
- e) Indoor and outdoor storage facilities, including surveillance
- f) Abandoned vehicle disposal method
- g) Financial responsibility/stability

5.2.2 Financial Proposal - 25 points

5.2.3 Company Responsiveness to RFP - 25 points

- a) Total scope of Work proposed
- b) Demonstrated understanding of the Work
- c) Responses to overall proposal and compliance with submission guidelines
- d) Proposal presentation (completeness, organization, appearance, etc.)

5.3 The Company must not have any unresolved performance issues with the City of Cedar Rapids. The Company's performance as a prime Contractor or Subcontractor in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Proposal.

5.4 The City may check the references provided and survey other local agencies during the proposal evaluation period to ensure 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 Proposal Evaluation Procedures

Proposals will be evaluated by a proposal evaluation team (hereinafter referred to as Team) using the following procedure.

5.5.1 Team members will read each proposal and will evaluate based on their experience and judgment of how well the proposal addresses the City's requirements. Each prospective company is assured that any proposal submitted will be evaluated using the best available information and without any forgone conclusions.

5.5.2 The team members will convene to discuss the proposals. At this point, some firms may be eliminated from further consideration based on their overall response to the RFP.

5.5.3 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of a proposal. References, as deemed appropriate, may be checked at any time during the process.

5.5.4 The team may arrange interviews, presentations or site visits with representatives of the top firms.

5.5.5 The team meets again for further discussion and then scores the top proposals based on the criteria stated in section 5.2.

5.5.6 At the discretion of the evaluation team, the top proposer(s) may be invited to submit a "best and final offer" to negotiate cost or deliverables.

5.5.7 The City would then enter into contract negotiations with the top Proposer.

5.6 A Proposer's submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

5.7 Buy Local Program

The Cedar Rapids City Council has passed a resolution adopting a Buy Local Program for the procurement of goods and/or Work by competitive bid or proposal. Preference shall be applied to acceptable 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

6.1 Financial Proposal

This portion of the proposal shall include ONLY the proposed cost. Contractor shall complete and submit the Proposal Pricing Submittal Form, Attachment C.

6.2 Non-Financial Proposal

6.2.1 In order to facilitate the analysis of responses to this RFP, Contractors are required to prepare their proposals in accordance with the instructions outlined in this section. Contractors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Cedar Rapids.

6.2.2 Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.

- a) Each of the three (3) sections listed below shall be tabbed and labeled.
- b) Each page shall be numbered on the bottom right hand corner.
- c) Submit one (1) original proposal and three (3) copies.
- d) The proposal shall be organized as follows:

Proposal Tab Section	Title
1.0	Cover Letter and Executive Summary
2.0	Company Background and Experience
3.0	Submittal Forms

6.2.3 Tab 1.0 - The Contractor shall provide a Cover Letter on corporate letterhead, signed by an authorized representative of the company and an Executive Summary which will be limited to a brief narrative highlighting the Contractor's proposal. The Executive Summary should not include cost quotations.

6.2.4 Tab 2.0 - Contractors shall provide information about their company and the individuals assigned to provide the Work so the City of Cedar Rapids can evaluate the Contractor's stability and ability to support the commitments set forth in the RFP. The City of Cedar Rapids, at its option, may require a Contractor to provide additional documentation and/or clarify requested information.

- a) Brief description of the company including company size and organization, past history, present status, future plans, etc.
- b) Provide the name of the principal or project manager in your firm, including his/her office location, who will have direct and continued responsibility for the services provided to the City. This person will serve as the firm's first point-of-contact on all matters dealing with services and the handling of day-to-day activities through the duration of the project.
- c) Identify other individuals who will be assigned to this project by name, job classification and office location.

6.2.5 Tab 3.0 – Submittal Forms (Attachment C, includes General Company Information Form, Certification Regarding Ability to Obtain Required Insurance, Proposal Pricing Page, Signature Page Form and Buy Local Packet, if applicable)

6.2.6 All offers and other work products submitted in response to this RFP shall become the property of the City of Cedar Rapids.

----- 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 proposed must, however, be based upon payment in net forty-five (45) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

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

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

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

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

PROPOSAL INFORMATION IS PUBLIC - All documents submitted with any proposal 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 proposal, 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.

PROPOSAL REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all proposals or parts thereof. The City further reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part such proposals 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, Contractors, 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.

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 services they provide.

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

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

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 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 – INTELLECTUAL PROPERTY - Contractor represents and warrants that all the materials, goods and services 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 services. The Contractor represents and warrants that the materials, goods and services, 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 services 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 services 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 services contemplated by the Contract.

WARRANTIES -PROFESSIONAL SERVICES - The Contractor shall perform Work for, and furnish deliverables to, the City pertaining to the Project as set forth in this Contract. The Contractor shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances. The Contractor shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.

Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application; shall conform to the requirements of this Contract; and shall be sufficient and suitable for the purposes expressed in this Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Documents and other items and Work under this 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 Work and documents.

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 services undertaken by City based upon the services 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.

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

ATTACHMENT B – INSURANCE REQUIREMENTS

Section I – Basic Insurance Requirements

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

General Liability Insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate Bodily Injury and Property Damage. Coverage shall include the following extensions: Premises and Operations, Products and Completed Operations, Personal and Advertising Injury, Independent Contractor Coverage and Contractual Liability.

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

Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Statutes. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

Garagekeepers Liability Insurance providing physical damage coverage on City vehicles and equipment in the Contractor's care, custody and control covering all damages regardless of cause or fault with limits of at least \$1,000,000. Contractor is responsible for any and all deductibles.

Excess Insurance with limits of at least \$2,000,000.

THREE (3) ENDORSEMENTS REQUIRED:

1. Additional Insured Endorsement:

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

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

- a. **Non-waiver of Government Immunity** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- b. **Claims Coverage** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.
- c. **Assertion of Government Immunity** The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.
- d. **Non-Denial of Coverage** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.
- e. **No Other Change in Policy** The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

3. Cancellation and Material Changes Endorsement

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

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

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

Section II – Conditions of Contract

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

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

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

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

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

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

Section III – Contract Approval

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

List Towing and Storage of Vehicles, RFP #PUR0716-001, 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.

Endorsements, as required in Section I, shall be included with the Certificate of Insurance to evidence that the policy has been endorsed.

Certificates may be sent by e-mail (d.muench@cedar-rapids.org), fax (888-815-3659), mail or delivery to the attention of Diane Muench.

ATTACHMENT C
PROPOSAL SUBMITTAL FORMS

For

TOWING AND STORAGE OF VEHICLES
RFP #PUR0716-001

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GENERAL COMPANY INFORMATION FORM

Company Name _____

Company Address _____

General Description of the Company: _____

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

Number of years in business: _____

References

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

Reference #1 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Reference #2 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Reference #3 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Personnel

Name and title of person overseeing the City account: _____

Office Phone: _____ Mobile: _____ Email: _____

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

Safety Record

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

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

CERTIFICATION REGARDING ABILITY TO OBTAIN REQUIRED INSURANCE

CERTIFICATION BY PROPOSER'S INSURANCE AGENT/BROKER REGARDING PROPOSER'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 proposer of the RFP to which my client has responded:

Project Name and Number: _____

Legal Name of Proposer: _____

Name/Address of Insurance Agency:

Phone: _____ Fax: _____

Email: _____

Name of Agent/Broker (Print): _____

Signature of Agent/Broker: _____

Date of Signature: _____

PROPOSAL PRICING SUBMITTAL FORM

The Contractor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Proposal all necessary labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to accomplish the Services as defined below, in accordance with the Scope of Work as described in Section 4.0. The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein required for the Contract.

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

Towing services for any location in Linn County	Firm fixed fee
Motorcycles	\$
ATVs	\$
Trailers	\$
Lowriders	\$
Passenger vehicles, multipurpose vehicles, vans or trailers less than 2,000#	\$
Trucks/trailers with gross weight up to 15,000#	\$
Trucks/trailers with gross weight over 15,000# and up to 60,000#	\$
Trucks/trailers with gross weight over 60,000#	\$

Winching services	Per hour	Minimum	Per each 15 minutes after the first hour
Passenger vehicles, pickups, motorcycles, multipurpose vehicles (Jeeps, Blazers), vans or trailers less than 2,000#	\$	\$	\$
Trucks/trailers with gross weight up to 15,000#	\$	\$	\$
Trucks/trailers with gross weight over 15,000# and up to 60,000#	\$	\$	\$
Trucks/trailers with gross weight over 60,000#	\$	\$	\$

Miscellaneous	Firm fixed fee (if no charge, indicate 0)
Go-jacks	\$
Dollies	\$
Rollovers	\$
Unlock vehicle	\$
Unlock linkage	\$
Air in tires	\$
Remove vehicle from river	\$
Snow removal around vehicle	\$
Remove license plates	\$
Excessive cleanup (debris strewn more than 50) or spills (no hazardous chemical or biological spills)	\$
Standby time (extraordinary services, only with authorization from the City)	\$
Fuel surcharge (also provide price point at which surcharge takes effect and the index surcharge is tied to)	\$

Company Name

Date

Police Towing and Storage Only

Description	Firm fixed fee
Private property (if applicable under City ordinance, in addition to the tow fees)	\$
Driving semi-tractor/trailer (per Section 4.0 of the RFP)	\$
Inside storage fee for each 24 hour period or portion thereof (minimum 1 day allowed beginning at time of hook-up)	\$
Outside storage fee for each 24 hour period or portion thereof (minimum 1 day allowed beginning at time of hook-up)	\$

List location of **inside** storage facility _____

Number of vehicles that can be stored inside _____

Towing Contractor owns inside storage facility Yes No

Towing Contractor subcontracts or leases inside storage facility Yes No

If subcontracted or leased, who owns inside storage facility _____

Is inside storage facility monitored by security or surveillance system Yes No

List location of **outside** storage facility _____

Number of vehicles that can be stored outside _____

Towing Contractor owns outside storage facility Yes No

Towing Contractor subcontracts or leases outside storage facility Yes No

If subcontracted or leased, who owns outside storage facility _____

Is outside storage facility monitored by security or surveillance system Yes No

List all methods of payment that your company accepts from customers _____

Do you charge the customer an upfront additional convenience fee for using credit cards, debit cards or personal checks? Yes No

Disposal of Abandoned Vehicles - Please describe in detail your business plan for the disposal of the vehicles towed that are not claimed per 321.89 of the State Code of Iowa, as amended, and 61.103 of the City Code of Cedar Rapids, as amended.

Company Name _____

Date _____

Additional Requirements/Submittals

Towing vehicles are in compliance with IDOT, state and local regulations, codes and statutes Yes No

Towing vehicles are in compliance with all city, state & applicable federal motor carrier regulations Yes No

Contractor has a minimum of five (5) employees available at all times, licensed to operate wreckers Yes No

Contractor holds US DOT truck operator permit Yes No

Capability to weigh and mechanically inspect vehicles (See 4.4.21) Yes No

Contractor has a minimum of six (6) radio equipped towing vehicles Yes No

State number of radio equipped towing vehicles _____

How many radio equipped vehicles are owned by the Towing Contractor _____

How many are subcontracted or leased by the Towing Contractor _____

Contractor has a minimum of three (3) radio equipped vehicles which are flatbed trailers Yes No

Flatbed trailers are rated to haul 3-ton vehicle minimum Yes No

State number of radio equipped flatbed trailers _____

How many radio equipped flatbeds are owned by the Towing Contractor _____

How many radio equipped flatbeds are subcontracted or leased by the Towing Contractor _____

Contractor has a minimum of two (2) radio equipped vehicles which are wreckers Yes No

State number of radio equipped wreckers _____

How many radio equipped wreckers are owned by the Towing Contractor _____

How many radio equipped wreckers are subcontracted or leased by the Towing Contractor _____

Contractor has a minimum of one (1) radio equipped wrecker sufficient to tow a semi-truck/trailer Yes No

State number of radio equipped wreckers to tow semis _____

How many radio equipped wreckers to tow semis are owned by the Towing Contractor _____

How many radio equipped wreckers to tow semis are subcontracted or leased by the Towing Contractor _____

List all other equipment owned by Towing Contractor to be utilized on the Contract _____

List all other equipment available by subcontract or lease to be utilized on the Contract _____

List names and locations of subcontractors _____

List names and locations of lease companies _____

State Contractor office hours _____

List all owners, partners, officers and/or directors of the Towing Company submitting this proposal

Company Name _____

Date _____

List all vehicles that will be utilized on the Contract (attach additional pages if necessary)

Type of Vehicle	Make	Model	Year	Own, Lease, Subcontract

List all current employees - including owners or partners, officers or directors of the Towing Contractor for background check purposes (attach additional pages if necessary)

Employee Name	Date of Birth	Social Security No.	Address	Aliases

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 provided, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Work be furnished and that all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

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

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

Federal ID Number _____

Iowa Department of Labor Registration Number, if applicable _____

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

FIRM PRICING

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

ADDENDA {It is the Proposer'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 SUB-CONTRACTORS (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 # (if applicable)

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

BUY LOCAL PACKET

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

1. Who is local?

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

2. How do I apply for local preference status?

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

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

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

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

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

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

No, the following types of purchases are excluded:

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

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

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

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

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

7. How does the Buy Local Program work?

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

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

10% for bids less than \$25,000

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

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

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

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

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

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

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

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

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

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



STATEMENT OF POLICY

CITY OF CEDAR RAPIDS LOCAL BUSINESS CERTIFICATE

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

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

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

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

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

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

WRITTEN STATEMENT REQUESTING LOCAL BUSINESS STATUS

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

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

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

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

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

NOTARY PUBLIC, STATE OF IOWA

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

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

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

Internal Use Only:

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