



*"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**

November 21, 2016

For  
**BEST WESTERN COOPERS MILL HOTEL FF&E LIQUIDATION**  
**RFP #PUR1016-085**

Prepared by  
City of Cedar Rapids  
Purchasing Services Division

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<b>Attachment</b>	<b>Attachment Name</b>
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)

**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 CST on Friday, December 16, 2016, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for the Best Western Coopers Mill Hotel FF&E Liquidation as requested by the City of Cedar Rapids Public Works Department.

1.2 RFP Timeline

**Name of the Proposal** Best Western Coopers Mill Hotel FF&E Liquidation, RFP #PUR1016-085

**Date of Issuance** November 21, 2016

**Site Visits** By appointment only on December 5, 6 and 7, 2016  
Contact Karen Downs at (319) 286-5867 for appointment

**Deadline for Questions** Thursday, December 8, 2016 at 3:00 pm CST

**Deadline for Proposal Submittal** Friday, December 16, 2016 before 3:00 pm CST  
Proposals time stamped 3:00 pm CST or after are late

**Recommendation for Award** Week of December 19, 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: Coopers Mill Hotel FF&E Liquidation  
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](mailto: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, December 16, 2016 at 3:00 pm CST (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

**SERVICES 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 Services and the Contract, and any extensions thereof, the Liquidator shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to the City. Such insurance will protect the Liquidator from liability and claims for injuries and damages which may arise out of or result from the Liquidator's operations under the Contract and for which the Liquidator may be liable, whether such operations are by the Liquidator 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 Liquidator and the City, but without restricting or waiving any obligations of the Liquidator herein contained, the Liquidator shall insure the risks associated with the Services 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. Liquidator shall mean the firm providing FF&E liquidation services for the Public Works Department. Subcontractors shall mean any person, firm, or corporation who contracts with the Liquidator to perform a service for which the basis of payment or Scope of Services is identified as a part of this RFP. Project Manager shall mean Karen Downs, Public Works Department, who is the designated coordinator and administrator for the Services 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 Pre-Proposal Meeting

There is no Pre-proposal meeting for this Project.

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 Thursday, December 8, 2016 at 3:00 pm CST. FAX or E-MAIL all questions to Diane Muench, 888-815-3659 or [d.muench@cedar-rapids.org](mailto: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](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 Liquidator from the vendors list and rejection of the Liquidator'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 commence on the date the City executes the Contract and shall end on February 28, 2017.
- 3.1.2 The Contract may be extended by written mutual agreement by the City and the Liquidator.
- 3.1.3 A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the Services 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 Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Liquidator. The Liquidator shall not commence any additional services or change the Scope of Services until authorized in writing by the City. Liquidator shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Liquidator and the City. The Contract may only be amended, supplemented or modified by a written document executed by the Liquidator and the City Manager.
- 3.1.5 In accordance with the provisions and conditions of the Contract, Liquidator shall freely enter into the Contract for the purpose of providing Services to the City and to be compensated for the Services.

### 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 Liquidator, or payee, the proposed Liquidator 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 Liquidator, vendor or payee to be a person or company other than the Proposer, (1) only the Proposer will be considered as Liquidator 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

- 3.3.1 The City is seeking a guaranteed cash payment in return for the transfer of ownership and removal of the FF&E. The Liquidator shall submit to the City the proposed and accepted price in U.S. funds as follows: fifty percent (50%) of the purchase price upon execution of the Contract and fifty percent (50%) on the first day Liquidator begins removal of the FF&E.
- 3.3.2 Approved forms of payment include certified check, cashier's check, money order, wire transfer, ACH or company check.

### 3.4 Treatment of Documents and Records

#### 3.4.1 Ownership

All Documents and other materials prepared by the Liquidator in connection with this project are the City's sole property in which the Liquidator has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Liquidator by the City shall

remain the sole property of the City. Nothing written in this paragraph, however, will be interpreted to forbid the Liquidator from retaining a single copy of information for its files.

3.4.2 Confidentiality

Any individual subcontracted or employed by the Liquidator 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 Services 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, Liquidator 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 Liquidator and its Subcontractors, if any, shall maintain all accounting records and other documentation generated in performing the Services 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 Services contained herein. As such, there shall be no additional compensation allowed the Liquidator for maintaining this information and allowing the herein described access.

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

## SECTION 4.0 – SCOPE OF SERVICES

### 4.0 Description/Background

- 4.0.1 The City is seeking proposals from qualified hotel liquidation companies to provide turnkey liquidation services for the removal of all Furniture, Fixtures and Equipment (FF&E) from the former Best Western Coopers Mill Hotel and Restaurant, 100 F Avenue NW, Cedar Rapids, Iowa.
- 4.0.2 The City has purchased this property from the previous owners. Following removal of the FF&E, this property will be demolished for the Cedar River flood control system.
- 4.0.3 Liquidator must remove all FF&E; no sale can take place at this location.
- 4.0.4 All FF&E is being offered “as is” with absolutely no warranty of any kind, including warranties of merchantability or use for a particular purpose, either expressed or implied. The buyer shall be solely responsible for determining what uses are safe, both to the buyer and to others, and shall be solely responsible for determining to its satisfaction the condition of the FF&E.

### 4.1 Scope of Work

- 4.1.1 The FF&E to be removed from the facility is listed below. The City does not guarantee that this list is accurate. Liquidator is responsible for verifying the type and quantities of FF&E under this project.

Location/Description	Quantity
<b>Hotel</b>	
Queen size Simmons plush top mattresses	104
Queen size bed frames	104
Queen size Posada Del Sol headboards	104
King size Simmons plus top mattresses	10
King size bed frames	10
King size Posada Del Sol headboards	10
Pictures/artwork	166
Posada Del Sol night stands	135
Posada Del Sol custom chest cabinet	83
Designer full length mirror	83
Desks	83
Desk chairs	83
Upholstered bench	83
Luggage rack	83
18” side table (limited rooms)	Unknown
Upholstered ezchair (limited rooms)	Unknown
Ottoman (limited rooms)	Unknown
Upholstered side chair (limited rooms)	Unknown
Floor lamp (limited rooms)	Unknown
32” HD LG flat screen TVs	83
TV remotes	83
Mini microwaves	83
Mini refrigerators	83
Desk lamps	83
Night stand lamps	166
Radio alarm clocks	83
Telephones	83
Waste baskets	166
Ice buckets	83
Coffee makers and trays	83
Hair dryers	83
Steam irons	83
Full size iron boards	83
Hard wired smoke and CO detectors	83

Location/Description	Quantity
Sets of draperies	83
Sets of sheers	83
<b>Exercise Room</b>	
Treadmills	2
Rack weights	18
ST710 Vision Fitness multi-use	1
Elliptical machine	1
Flat screen TV	1
<b>Meeting Rooms</b>	
Stacking chairs	84
Accent chairs	3
Tables (some folding)	12
<b>Front and Back Entrances</b>	
Hanging pictures	2
Sofas	2
Dorm size refrigerator	1
Lamps	5
Chairs	3
Bar stool	1
Folding table	2
<b>Kitchen</b>	
Heavy duty 3 tier utility shelf	1
Ice machine	1
Conveyor dishwasher	1
Commercial mixer	1
Commercial toaster	1
American gas range	1
Flat top grills	3
Freezers	3
Prep cooler	1
Hot boxes	2
Microwaves	2
Frymasters	2
Utility carts	5
Shop vac	1
4 tier green shelving	6
4 tier shelving	4
5 tier shelving	1
2 wheel dolly	1
6 dispenser pop machine	1
Stainless steel counters and carts	Unknown
Coffee pots, plates, bowls, mugs, silverware	Unknown
Miscellaneous items: dishwasher racks, pots, pans, bowls, kitchen utilities, sheet pans, office shelving	Unknown
<b>Bar</b>	
Round tall tables	5
Flat screen TVs	8
Tall chairs	30
Booth seating	2
Stacking chairs	16
Long tall table	1
Dorm refrigerator	1
Rectangular tall tables	3

Location/Description	Quantity
Wheelchair	1
Walker	1
2 door sliding top beer cooler	1
2 sliding front door beer coolers	1
Bar dishwasher	1
Neon bar signs	6
Mirrors	Unknown
Bar glassware	Unknown
<b>Restaurant</b>	
Chairs	46
Booths	7
Square tables	15
Large round table	1
Display case	1
Cooler display case	1
<b>Laundry Room</b>	
Commercial washers	2
Commercial drawers	2
Household size washer - GE	1
<b>Pool</b>	
Booths	3
Chair lifts	2
Lounge chairs	2
Plastic chairs	8
Plastic tables	3
<b>Utility Rooms</b>	
Refrigerator	1
2-door kitchen refrigerator	1
Ice machines	Unknown
Coin operated washer and dryer	1
Commercial fans	3
Generator	1
Vacuum cleaners	8
Toilets (still in boxes)	4
4 tier utility rack	1
Miscellaneous cleaning supplies	Unknown
<b>Building</b>	
HVAC system	1

4.1.2 Fixed fixtures (lighting, carpeting, etc.) are negotiable and will be determined between the awarded Liquidator and the City.

4.1.3 Electrical appliances must be removed by a licensed electrical contractor.

4.1.4 Photos can be accessed at the following website. The City strongly encourages all vendors to make a site visit to see all the items that are being liquidated. In no way are these photos intended to provide enough information to formulate a proposal. The City takes no responsibility for accuracy or completeness based on these pictures.

<https://ftp.cedar-rapids.org/mail.html>

Account: public

Password: public

Folder name: Coopers Mill FF&E

4.1.5 The City anticipates that the removal of all FF&E will be completed by February 28, 2017.

4.1.6 Liquidator shall cover all costs for the removal of the FF&E from the facility, including, but not limited to, labor, transportation, storage and insurance. The City will not assist in any way with the removal of the FF&E on this project.

#### 4.2 Site Visits

4.2.1 All interested proposers are strongly encouraged to visit the Best Western Coopers Mill Hotel in order to familiarize themselves with all conditions that may affect the time or cost of performance. These visits are to be made by appointment only on December 5, 6 and 7, 2016. Contact Karen Downs at (319) 286-5867 for appointment.

4.2.2 The City is inviting all interested proposers to do this so it will not be necessary later on to make a subsequent claim or request a contract modification because of facts not known when the proposal was submitted. The purpose of this site visit is only to become aware of conditions of existing equipment and is NOT to be used in any way as a sales call. All questions regarding the proposal must be directed to the Purchasing Services Division.

#### 4.3 Damages

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

#### 4.4 Contractors Employees

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

#### 4.5 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) Purchasing Services prepares a Contract.
- c) Liquidator signs the Contract.
- d) The City Manager and the City Clerk execute the Contract.
- e) The City issues a purchase order to the Liquidator. The purchase order shall constitute authorization for the Liquidator to commence the Services.

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, resolicit 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.

#### 5.2.1 Qualifications and Experience

- 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) Financial responsibility/stability

#### 5.2.2 Guaranteed cash payment to the City

#### 5.2.3 Company Responsiveness to RFP

- a) Total scope of services proposed
- b) Responses to overall proposal and compliance with submission guidelines
- c) 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 Liquidator 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, demonstrations and/or presentations 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 Services 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 Proposal Response

The proposal response shall clearly address the following items. The City requests that the response be no larger than 15 pages, double-sided.

#### 6.1.1 Cover Letter of Intent

#### 6.1.2 Liquidation

- a) Describe your company's business experience in liquidation
- b) Describe completed projects of a similar size and scope and provide a minimum of three (3) references
- c) Disclose any services that you plan to subcontract and provide company information for those entities
- d) List any FF&E items you cannot remove

#### 6.1.3 Financial

- a) Provide proof of your company's financial ability to complete the scope of work
- b) Provide the amount of guaranteed cash payment to be made to the City for the transfer of ownership and removal of the FF&E on the Proposal Pricing Submittal Page, Attachment C, Page 23

#### 6.1.4 Timeline

- a) Provide a timeline of services for the removal of all FF&E

----- 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 Liquidator each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Liquidator 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** - Liquidator represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Liquidator and the City that is a conflict of interest. No employee, officer or agent of the Liquidator 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 Liquidator shall be liable for any excess costs to the City as a result of the conflict of interest. The Liquidator 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 Liquidator 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 Liquidator 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 Services properly performed. Should the Liquidator fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Liquidator as a result of such failure to proceed shall be borne by the Liquidator. The unintentional delayed payment by the City to the Liquidator of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Liquidator to stop or delay Services.

**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 Liquidator 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 Liquidator, its employees, or any independent Contractors working under the direction of either the Liquidator 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 Liquidator 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 Liquidator, nor anyone in the employment of the Liquidator, has employed any person to solicit or procure the Contract nor will the Liquidator 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 Services 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 Liquidator, nor anyone in the employment of the Liquidator, 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 Liquidators that engage in contracts with the City of Cedar Rapids, Iowa agree as follows: The Liquidator 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 Liquidator 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 Liquidator.

**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 Liquidators 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](http://www.cedar-rapids.org/document_center/Purchasing/Protest%20Procedure_14.pdf)

**SUBCONTRACTING** – The Services 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 Liquidator 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 Liquidator 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 Liquidator 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 Services, reports, materials(s) prepared or furnished by the Liquidator 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

Liquidator shall be paid for all Services 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 Liquidator.

**TERMINATION FOR CAUSE AND DEFAULT** - If through any cause, the Liquidator shall fail to fulfill in a timely and proper manner its obligations or if the Liquidator 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 Liquidator 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 Services, reports, and delivered materials shall, at the option of the City, become its property, and the Liquidator shall be entitled to receive compensation for any satisfactory Services completed. Notwithstanding the above, the Liquidator shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Liquidator and the City may withhold any payments to the Liquidator for the purpose of set off until such time as the exact amount of damages due the City are determined.

**WARRANTIES – INTELLECTUAL PROPERTY** - Liquidator 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 Liquidator or that the Liquidator has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and services. The Liquidator 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. Liquidator 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 Liquidator 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 Liquidator shall perform Services for, and furnish deliverables to, the City pertaining to the Project as set forth in this Contract. The Liquidator shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances. The Liquidator shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.

Liquidator represents that the Services 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.

Liquidator shall be responsible for the quality, technical accuracy, completeness and coordination of all Documents and other items and Services under this Contract. Liquidator shall, promptly and without charge, provide all corrective Services necessary as a result of Liquidator's acts, errors, or omissions with respect to the quality and accuracy of Services and documents.

Liquidator shall be responsible for any and all damages to property or persons as a result of Liquidator'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.

Liquidator'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 Liquidator.

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

## ATTACHMENT B – INSURANCE REQUIREMENTS

### **Section I – Basic Insurance Requirements**

Liquidator, 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 Liquidator’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 Liquidator 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 Liquidator 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.

### **ONE (1) ENDORSEMENT IS REQUIRED:**

#### **Cancellation and Material Changes Endorsement**

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

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

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

### **Section II – Conditions of Contract**

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

The insurance policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of “B+” or better. All policies shall be occurrence form.

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

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

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

### **Section III – Contract Approval**

A Certificate of Insurance is required evidencing all required insurance coverage as provided above. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List Best Western Coopers Mill FF&E Liquidation, RFP#PUR1016-085, as the Scope of Services 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.

The Endorsement, 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](mailto:d.muench@cedar-rapids.org)), fax (888-815-3659), mail or delivery to the attention of Diane Muench.

# ATTACHMENT C

## PROPOSAL SUBMITTAL FORMS

For

### BEST WESTERN COOPERS MILL FF&E LIQUIDATION

### RFP #PUR1016-085

<b>FORM NAME</b>	<b>Page</b>
General Company Information Form.....	21
Certification Regarding Ability to Obtain Required Insurance.....	22
Proposal Pricing Submittal Form.....	23
Signature Page Form.....	24
Buy Local Packet (submit only if applicable).....	25

**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 Liquidator 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 Project, in accordance with the Scope of Services as described in Section 4.0. The Services will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

Guaranteed cash payment to the City \$ \_\_\_\_\_

Estimated date to begin removal of FF&E after Contract execution \_\_\_\_\_

Estimated time to remove all FF&E \_\_\_\_\_

Will you complete removal of FF&E by February 28, 2017

If not, when \_\_\_\_\_

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 Services 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 Services 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](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](mailto:buylocal@cedar-rapids.org)

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

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

7. How does the Buy Local Program work?

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

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

10% for bids less than \$25,000

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

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

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

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

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

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

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

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

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

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



## STATEMENT OF POLICY

## CITY OF CEDAR RAPIDS LOCAL BUSINESS CERTIFICATE

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

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

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

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

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

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

### WRITTEN STATEMENT REQUESTING LOCAL BUSINESS STATUS

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

<b>Name of Business Here →→→</b>		
(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](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](mailto: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: \_\_\_\_\_