



*"Cedar Rapids is a vibrant urban hometown – a beacon for people and businesses that are invested in building a greater community now and for the next generation."*

## **REQUEST FOR BID**

August 2, 2017

For  
**GPS EQUIPMENT FOR WATER METER SHOP**  
**RFB #PUR0717-017**

Prepared by  
City of Cedar Rapids  
Purchasing Services Division

## TABLE OF CONTENTS

<b>Section Number</b>	<b>Section Name</b>	<b>Page</b>
1.0	Notice of Request for Bids (RFB)	3
2.0	Instructions to Bidders	4
3.0	Special Terms and Conditions	6
4.0	Scope of Work and Specifications	8
5.0	Bid Evaluation and Award	10
6.0	Submittal Instructions	12

<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, Bid Pricing Submittal Form, Signature Page Form, Buy Local Packet)

**Section 1.0 – NOTICE OF REQUEST FOR BIDS (RFB)**

1.1 Notice of Request for Bid

Notice is hereby given that sealed bids will be received before 3:00 p.m. CDT on Thursday, August 17, 2017, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for GPS Equipment for the meter shop as requested by the City of Cedar Rapids Water Division.

1.2 RFB Timeline

**Name of the Bid** GPS Equipment for Water Meter Shop, RFB #PUR0717-017

**Date of Issuance** Wednesday, August 2, 2017

**Deadline for Questions** Thursday, August 10, 2017 at 3:00 p.m. CDT

**Deadline for Bid Submittal** Thursday, August 17, 2017 before 3:00 p.m. CDT  
Bids time stamped 3:00 p.m. or after are late

**Recommendation for Award** Fall 2017 following testing of proposed equipment

**Submit Bid to:** →→→→→→→→  
**Submit in a sealed envelope.**  
**Address exactly as stated.**  
**City Clerk Office Hours 8 am to 5 pm, Mon-Fri**

Sealed Bid: GPS Equipment for Water Meter Shop  
Office of the City Clerk-City Hall  
101 First Street SE  
Cedar Rapids IA 52401

**Method of Submittal** US Mail, Overnight Delivery or In Person  
Electronic and fax bids **are not** acceptable

**Contact Person, Title** Rebecca Johnson, CPPB, Purchasing Agent  
**E-mail Address** [r.johnson2@cedar-rapids.org](mailto:r.johnson2@cedar-rapids.org)

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

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

1.4 Bids will be publicly opened on Thursday, August 17, 2017 at 3:00 p.m. (our clock) CDT in City Hall, 101 First Street SE, Cedar Rapids 52401. The main purpose of this opening is to read the name(s) of the Bidders(s) and the submitted pricing, not to serve as a forum for determining the apparent low bidder(s).

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

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

## SECTION 2.0 – INSTRUCTIONS TO BIDDERS

### 2.1 Federal Funding Provisions

This Project is not federally funded.

### 2.2 NOTICE: INSURANCE IS REQUIRED FOR THIS PROJECT

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

At all times during the term of the Work and the Contract, and any extensions thereof, the Vendor shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to the City. Such insurance will protect the Vendor from liability and claims for injuries and damages which may arise out of or result from the Vendor's operations under the Contract and for which the Vendor may be liable, whether such operations are by the Vendor or by a 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 Vendor and the City, but without restricting or waiving any obligations of the Vendor herein contained, the Vendor shall insure the risks associated with the Work and the Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS.

2.3 Whenever used in this RFB the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Vendor shall mean the firm providing the GPS equipment for the Water Meter Shop. Subcontractor shall mean any person, firm, or corporation who contracts with the Vendor to perform a service for which the basis of payment or Scope of Work is identified as a part of this RFB. Project Manager shall mean Kelly Sewell, Geospatial Data Specialist I, who is the designated coordinator and administrator for the Work under this project.

2.4 A company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the City that you have read, understand and will comply with the instructions and all terms and conditions stated in this Request for Bid and all attachments.

### 2.5 Pre-Bid Meeting

There is no Pre-bid meeting for this Project.

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

### 2.7 Addenda

Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing by Thursday, August 10, 2017 at 3:00 p.m., CDT. FAX or E-MAIL all questions to Rebecca Johnson at (888) 815-3659 or [r.johnson2@cedar-rapids.org](mailto:r.johnson2@cedar-rapids.org). Any and all questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment C). All Addenda will be posted on the City's website. It is the Bidder's responsibility to check for addenda.

[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 Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Bidders are cautioned that exceptions taken to this RFB may cause their bid to be rejected.

### 2.9 Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in the specification and to any omission of the specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

### 2.10 Incomplete Information

Failure to complete or provide any of the information requested in this Request for Bid, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".

- 2.11 No responsibility will be attached to any person for premature opening of a bid not properly identified.
- 2.12 In the event of conflict, the Special Terms and Conditions shall take precedence over the Standard Terms and Conditions, included herein.

Be advised that any conversations (in reference to this RFB) between bidders and any City employee, City official or City Project Manager, outside of the Purchasing Services Division, during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Vendor from the vendors list and rejection of the Vendor's bid. **The ONLY official position of the City is that position which is stated in writing and issued by the Purchasing Services Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

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

## SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

### 3.1 Contract Forms

- 3.1.1 If a Bidder intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this project, the form must be submitted with the Bid for review by the City's legal counsel during the evaluation of Bids. If such agreement requires that payments be remitted to other than the Bidder, the Bidder shall indicate the name and address of the firm to whom Bidder would request payments to be made, and the firm's relationship to the Bidder.
- 3.1.2 Bidders are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the bid may be rejected due to the contradiction unless Bidder indicated deletion of such clauses. If agreement form indicated a firm other than the Bidder is Vendor, or payee, the proposed Vendor or payee must also indicate concurrence with the deletion of such clauses.
- 3.1.3 If no agreement form is included with the bid, no such form will be approved by the City during the evaluation or award processes, or following award of contract. If the bid does not indicate the proposed Vendor or payee to be a person or company other than the Bidder, (1) only the Bidder will be considered as Vendor and (2) payments will be made only to the Bidder to whom the contract is awarded.
- 3.1.4 The City of Cedar Rapids will in no case agree to terms not submitted for review with the bid submittal.

### 3.2 Payment Terms and Invoice Submittal

- 3.2.1 Payment terms for authorized purchases shall be net forty-five (45) days upon receipt of an acceptable original invoice and after Equipment is received, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.
- 3.2.2 Invoices shall include the following information:
- Vendor name and address
  - Date of Delivery
  - City PO number
  - Description of Equipment
  - Quantity for each line item
  - Unit price
  - Extended price
  - The total amount being invoiced
  - The Project Number (RFB #PUR0717-017)
- 3.2.3 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.
- 3.2.4 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](mailto: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.
- 3.2.5 The City may withhold payment for reasons including, but not limited to the following:
- a) Equipment that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Vendor;
  - b) Damage for which Vendor 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 delivery of the Equipment;
  - f) Inability of Vendor to provide the Equipment;
  - g) Failure of Vendor to properly complete or document any pay request or invoice;
  - h) Any other failure of Vendor 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.

3.2.6 Actual travel time to and from the work location is not reimbursable.

### 3.3 Treatment of Documents and Records

#### 3.3.1 Ownership

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

#### 3.3.2 Confidentiality

Any individual subcontracted or employed by the Vendor 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.

#### 3.3.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Vendor 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.

#### 3.3.4 Access/Retention

During the term of the Contract or following completion or termination of the Contract the Vendor 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 Vendor for maintaining this information and allowing the herein described access.

3.4 If Project is funded in any way utilizing Federal Funds the Vendor 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).

### 3.5 Estimated Quantities

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

### 3.6 Descriptive Literature

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

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

## SECTION 4.0 – SCOPE OF WORK, SPECIFICATIONS

4.1 Background - The City of Cedar Rapids is seeking bids from qualified Vendors for the purchase and delivery of eleven (11) GPS units for the Water Meter Shop, as requested by the Water Division.

### 4.2 Scope of Work

Vendor shall provide GPS equipment to be used by the City's Water Meter Shop to collect service valve location data for GIS. Set-up of the equipment will be completed in-house by City staff. Ongoing support of equipment is desired in the local area.

#### 4.2.1 Specifications for Data Collector / Mapper

This device is intended to be an all-in-one medium accuracy data collector. The device shall have Bluetooth capability to allow for connection to an external antenna/receiver.

- a) Receiver: Dual constellation system – GPS / GLONASS, external antenna connector, raw data recording;
- b) Processor: Quad-core, 1.2 GHz clock frequency;
- c) Operating System: Android 5.1 (Google certified);
- d) Communications: Wi-Fi (IEEE) 802.11 b/g/n, Bluetooth 4.0, Micro USB connector;
- e) Display: Gorilla Glass damage-resistant;
- f) Memory: 2GB SDRAM, 8GB storage (Wi-Fi only version);
- g) Environmental Characteristics: -20C to +60C operating temperature, 95% non-condensing humidity, water and dust proof, free drop (1.2m on concrete);
- h) Power: 3100mAh Li-ion battery, >15hrs at 20C with GPS on battery life, removable battery;
- i) Included Accessories: A/C charger, USB cable;
- j) Other: Strong, waterproof casing – IP67 rated with 3-year warranty.

#### 4.2.2 Specifications for GPS / GLONASS Receiver

This device is a sub-meter GNSS receiver with an open interface, enabling compatibility with a wide range of Windows and Android devices. The receiver shall have the capability to connect to the data collector via Bluetooth connection to increase the accuracy of location data.

- a) Receiver: GPS, SBAS, GLONASS signals received;
- b) Accuracy: SBAS (WAAS) <30cm horizontal RMS;
- c) Communications: Bluetooth 4.0, Micro USB Client 2.0;
- d) Power: SVDV at 2A USB, 1.7-2 W nominal power consumption, 3.65v 5300 mAh Li-ion battery;
- e) Environmental Characteristics: 2 year warranty, -20C to +60C operating temperature;
- f) Receiver Upgrades: GLONASS upgrade;
- g) Software: GeodeConnect provides configuration, communications setup, and receiver settings. Available for Android 4.x and above;
- h) Included Accessories: SVDC USB Universal Charger, USB Data/Charging Cable (USB-A to Micro-B) and 5/8 x 11 Pole Mount Adaptor.

### 4.3 Operational Test and Acceptance

GPS Equipment shall have an operational trial period prior to acceptance. This trial period will consist of operation in normal load conditions by the City of Cedar Rapids Water Division employees for 45 calendar days without substantial problems arising from the operation of the equipment. The City reserves the right not to accept the equipment if field tests demonstrate the equipment fails to operate satisfactorily or does not fully meet manufacturer's specifications or the performance capabilities as stated in the published product literature or offered verbally by the manufacturer's representative; or if equipment does not perform in a safe and



satisfactory manner that is suitable for the City's needs. Minor deficiencies shall not preclude acceptance or payment.

The following items will be prepared and delivered to the City of Cedar Rapids at time of delivery:

- Warranty documentation made out to the City of Cedar Rapids;
- All appropriate equipment service instructions, warranty instructions and component diagrams
- Operator and Maintenance Manuals and complete parts listing.

In addition to other factors affecting acceptance, the system will not be considered as acceptable to the City of Cedar Rapids if any document listed above has not been prepared and delivered.

Acceptance shall be acknowledged in writing and granted by an official representing the City of Cedar Rapids confirming successful completion of the operational test.

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

## SECTION 5.0 – BID EVALUATION AND AWARD

- 5.1 Award - Any award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.
- 5.1.1 Award shall be made to the responsible Bidder submitting the lowest responsive bid with regard to the specifications set forth herein. The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups or lump sum; and to waive technicalities and formalities where 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 responsible Bidder has submitted the lowest responsive bid.
  - 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) The City Manager executes the Contract.
  - d) The City issues a purchase order to the Vendor. The purchase order shall constitute authorization for the Vendor to commence the Work.
- 5.1.3 If the evaluation team determines that all the bids received should be rejected, the Bidders shall be notified by the Purchasing Services Division accordingly. At that point, the City may, or may not, re-bid the project.
- 5.2 Award of bid shall be made to the lowest responsive and responsible Bidder(s) meeting the specifications set forth herein. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of Vendor responsibility and responsiveness:
- Adherence to specifications;
  - Service as specified in these bid documents;
  - Company's reputation and financial status;
  - Company's ability to meet the City's Insurance Requirements;
  - Current lead-time quoted;
  - Guarantees and warranties;
  - Satisfactory demonstration of equipment;
  - Past experience and service provided by Bidder;
  - Favorable references from firms with projects of similar scopes that indicate that the Bidder has the ability to carry out the Work and provide the products specified.
- 5.3 The City of Cedar Rapids reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.
- 5.4 The Company must not have any unresolved performance issues with the City of Cedar Rapids. The Company's performance as a prime Vendor or subcontractor in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Bid. The City may survey other local agencies during the bid evaluation period to make sure the Company does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.
- 5.5 In case of tie bids, the City will make the award based on the priority factors as outlined in the City of Cedar Rapids Purchasing Policy Manual.  
[http://www.cedar-rapids.org/document\\_center/Purchasing/Tie%20Bid%20Procedure\\_14.pdf](http://www.cedar-rapids.org/document_center/Purchasing/Tie%20Bid%20Procedure_14.pdf)
- 5.6 Buy Local Program
- The Cedar Rapids City Council has passed a resolution adopting a Buy Local Program for the procurement of goods and/or Work/Services by competitive bid or proposal. Preference shall be applied to acceptable bids or

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

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

**SECTION 6.0 – SUBMITTAL INSTRUCTIONS**

**DOCUMENTS TO BE SUBMITTED WITH THIS BID**

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

----- End of Section 6.0 -----

## ATTACHMENT A – STANDARD TERMS AND CONDITIONS

**ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on the Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in net forty-five (45) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

### ADA COMPLIANCE

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

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

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

**BID INFORMATION IS PUBLIC** - All documents submitted with any bid shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Cedar Rapids in connection with a bid, the submitting party recognizes this and waives any claim against the City of Cedar Rapids and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Rapids and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Rapids arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

**BID REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

**CONFLICT OF INTEREST** - Vendor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Vendor and the City that is a conflict of interest. No employee, officer or agent of the Vendor 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 Vendor shall be liable for any excess costs to the City as a result of the conflict of interest. The Vendor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Vendor 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 Vendor 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 Vendor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Vendor as a result of such failure to proceed shall be borne by the Vendor. The unintentional delayed payment by the City to the Vendor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Vendor 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 Vendor 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 Vendor, its employees, or any independent Vendors working under the direction of either the Vendor 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 Vendor certifies that in performing the Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

**METHOD OF AWARDING** - The City reserves the right to make awards based on the entire bid or on an item by item basis. However if Vendor's bid is based on an "all or none" condition, the City may consider their bid non-responsive and reject the entire bid.

**NO GIFT STANDARD** - The City of Cedar Rapids is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

**NON-COLLUSION STATEMENT** – Neither the Vendor, nor anyone in the employment of the Vendor, has employed any person to solicit or procure the Contract nor will the Vendor 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 Vendor, nor anyone in the employment of the Vendor, 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 Vendors that engage in contracts with the City of Cedar Rapids, Iowa agree as follows: The Vendor 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 Vendor 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 Vendor 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 Vendor.

**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 Vendors will offer expertise on conformance of regulations applying to the products they sell and the work they perform.

**RIGHT TO PROTEST** - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the contract must do so in writing in accordance with the City's Protest Procedure which is posted on the City's website at [http://www.cedar-rapids.org/document\\_center/Purchasing/Protest%20Procedure\\_14.pdf](http://www.cedar-rapids.org/document_center/Purchasing/Protest%20Procedure_14.pdf)

**SAFETY DATA SHEETS** - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Cedar Rapids. City of Cedar Rapids employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

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

**SPECIFICATIONS** - Unless otherwise stated, every item provided in response to this Request for Bid shall be new, unused, and of current model under standard production by the manufacturer. Items shall be furnished complete with standard equipment and accessories as listed in the manufacturer's printed literature. Remanufactured, used, demonstrator models or refurbished items will not be accepted.

**SUSPENSIONS AND DEBARMENT** - The Vendor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor.

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

**WARRANTIES - GOODS**

The Vendor warrants that all articles, materials and goods shall be consistent with manufacturer's specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at Vendor's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

**WARRANTIES – WORK** - The Vendor shall perform Work for the City pertaining to the Project as set forth in the Contract.

Vendor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Vendors in a similar industry and application; and shall conform to the requirements of the Contract.

Vendor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Vendor shall, promptly and without charge, provide all corrective Work necessary as a result of Vendor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Vendor shall be responsible for any and all damages to property or persons as a result of Vendor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Vendor'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 Vendor.

**WARRANTIES – INTELLECTUAL PROPERTY** - Vendor represents and warrants that all the materials, goods and work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and work. The Vendor represents and warrants that the materials, goods and work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Vendor further represents and warrants that the materials and works do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and work contemplated by the Contract.

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

## ATTACHMENT B – INSURANCE REQUIREMENTS

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

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

**General Liability Insurance** Vendor shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability

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

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

### **A COPY OF 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 Vendor is required to purchase and maintain insurance coverage to protect the Vendor 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 Vendor to maintain this insurance in full effect will be treated as a failure on the part of the Vendor to comply with these requirements and be considered sufficient cause to suspend the 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 Vendor continuing to furnish the CITY certificates of insurance.

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

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

The City intends 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 Vendor shall require subcontractors and independent contractors working under the direction of either the Vendor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Vendor.



**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 GPS Equipment for Water Meter Shop, RFB #PUR0717-017, as the Scope of Work the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

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

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

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

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

**ATTACHMENT C**  
**BID SUBMITTAL FORMS**

For

**GPS EQUIPMENT FOR WATER METER SHOP**  
**RFB #PUR0717-017**

<b>FORM NAME</b>	<b>Page</b>
General Company Information Form.....	19
Certification Regarding Ability to Obtain Required Insurance.....	20
Bid Pricing Submittal Form.....	21
Signature Page Form.....	22
Buy Local Packet (submit only if applicable).....	23

**GENERAL COMPANY INFORMATION FORM**

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

General Description of the Company: \_\_\_\_\_

Type of Organization (franchise, corporation, partnership, etc.) \_\_\_\_\_

Number of years in business: \_\_\_\_\_

**References**

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

**Reference #1 - Name:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person & Phone: \_\_\_\_\_  
Date & Description of Job: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

**Reference #2 - Name:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person & Phone: \_\_\_\_\_  
Date & Description of Job: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

**Reference #3 - Name:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person & Phone: \_\_\_\_\_  
Date & Description of Job: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

**Personnel**

Name and title of person overseeing the City account: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

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

**Safety Record**

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

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

**CERTIFICATION REGARDING ABILITY TO OBTAIN REQUIRED INSURANCE**

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

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

Project Name and Number: \_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_

Name/Address of Insurance Agency:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Agent/Broker (Print): \_\_\_\_\_

Signature of Agent/Broker: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**BID PRICING SUBMITTAL FORM**

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

Description	Mfg/Model*	Qty	Firm Fixed Unit Price	Extended Price
Data Collector / Mapper, as specified in Scope of Work (4.2.1)		11	\$	\$
GPS / GLONASS Receiver, as specified in Scope of Work (4.2.2)		11	\$	\$
Total amount for items listed above:				\$

\*Descriptive literature describing exact equipment offered shall be included with bid submittal (see page 7).

Describe warranty coverage and duration included with initial purchase of equipment: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe extended warranty options that are available, including cost: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Software Agreement: Will the City be expected to sign a separate agreement prepared by Vendor?     Yes     No

Maintenance Agreement: Will the City be expected to sign a separate agreement prepared by Vendor?     Yes     No

If the answer is yes to either question above a draft copy of the Vendor’s agreement must be submitted with bid.  
 (see Section 3.1 “Contract Forms” on page 6)

An approved purchase order will be the document that authorizes the purchase of equipment.

Lead time for delivery of equipment following receipt of purchase order: \_\_\_\_\_ calendar days

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNATURE PAGE FORM**

The undersigned, having examined these documents and having full knowledge of the condition under which the Work described herein must be performed, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Equipment 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 Vendors and businesses performing "construction" work within Iowa be registered with the Division of Labor and renew that registration annually. More information about this law can be found at <http://www.iowaworkforce.org/labor/contractor.htm>

**FIRM PRICING**

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

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

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

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

**PAYMENT METHOD**

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

**QUICK PAY DISCOUNT**

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

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

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

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

Subcontractor Company Name	Address	IA Contractor Registration #

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

## BUY LOCAL PACKET

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

1. Who is local?

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

2. How do I apply for local preference status?

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

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

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

[http://www.cedar-rapids.org/local\\_government/departments\\_g - v/purchasing\\_services/buy\\_local.php](http://www.cedar-rapids.org/local_government/departments_g-v/purchasing_services/buy_local.php)

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

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

No, the following types of purchases are excluded:

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

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

Please send questions via email to [buylocal@cedar-rapids.org](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:

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](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: \_\_\_\_\_