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

REQUEST FOR BID

November 17, 2015

For

HEALTH SERVICES

RFB #PUR1015-070

Prepared by
City of Cedar Rapids
Purchasing Services Division

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Attachment	Attachment Name
A	Standard Terms and Conditions
B	Insurance Requirements
C	Submittal Forms (General Company Information, Certification Regarding Ability to Obtain Required Insurance, Bid Pricing Submittal Form, Signature Page Form, Buy Local Packet)

Sample forms:

D	Respirator Clearance Physicals
E	New Police Officer and New Firefighter Physicals
F	New Police Officer ILEA Physicals
G	Transit Driver Physical
H	Bomb Squad Physical
I	Clan Lab Physical
J	Commercial Driver Fitness Determination

Section 1.0 – NOTICE OF REQUEST FOR BIDS (RFB)

1.1 Notice of Request for Bid

Notice is hereby given that sealed bids will be received before 3:00 p.m. CST on Thursday, December 3, 2015, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for health services including employee physicals, injury care, vaccines and drug testing on an as-needed basis as requested by the City of Cedar Rapids Human Resources Department.

1.2 RFB Timeline

Name of the Bid	Health Services – RFP #PUR1015-070
Date of Issuance	Monday, November 16, 2015
Deadline for Questions	Tuesday, November 24, 2015 at 3:00 p.m. CST
Deadline for Bid Submittal	Thursday, December 3, 2015 before 3:00 p.m. CST Bids time stamped 3:00 p.m. or after are late
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: Health Services 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 **E-mail Address**	Rebecca Johnson, CPPB, Purchasing Agent r.johnson2@cedar-rapids.org
Phone/ Fax Numbers	Phone: 319-286-5062 Fax: 888-815-3659

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

1.4 Bids will be publicly opened on Thursday, December 3, 2015 at 3:00 p.m. (our clock) CST in City Hall, 101 First Street SE, Cedar Rapids 52401. The main purpose of this opening is to read the name(s) of the Bidders(s) and the submitted pricing, not to serve as a forum for determining the apparent low bidder(s).

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

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

SECTION 2.0 – INSTRUCTIONS TO BIDDERS

2.1 Federal Funding Provisions

This Project is not federally funded.

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

SERVICES 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 Services and the Contract, and any extensions thereof, the Provider shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to the City. Such insurance will protect the Provider from liability and claims for injuries and damages which may arise out of or result from the Provider's operations under the Contract and for which the Provider may be liable, whether such operations are by the Provider 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 Provider and the City, but without restricting or waiving any obligations of the Provider herein contained, the Provider 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 RFB the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Provider shall mean the firm providing health services as requested by the Human Resource Department. Subcontractor shall mean any person, firm, or corporation who contracts with the Provider to perform a service for which the basis of payment or Scope of Services is identified as a part of this RFB. Project Manager shall mean Marilyn Fitzgerald, Occupational Health Nurse, 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 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 Tuesday, November 24, 2015 at 3:00 p.m. CST. FAX or E-MAIL all questions to Rebecca Johnson at (888) 815-3659 or r.johnson2@cedar-rapids.org. Any and all questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment C). All Addenda will be posted on the City's website. It is the Bidder's responsibility to check for addenda.
http://www.cedar-rapids.org/government/departments/purchasing/Pages/currentbidopportunities.aspx

2.8 Exceptions to Documents

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

2.9 Silence of Specifications

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

2.10 Incomplete Information

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

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

2.12 In the event of conflict, the Special Terms and Conditions shall take precedence over the Standard Terms and Conditions, included herein.

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

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

SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

3.1 Term of Contract

3.1.1 The initial term of the Contract shall be for one (1) year anticipated to be January 1, 2016 through December 31, 2016.

3.1.2 The City and the Provider may renew the original Contract for four (4) additional one-year time periods by mutual agreement. A minimum of thirty (30) days' notice must be given to renew the contract for additional increments.

3.1.3 A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the 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 Bidder 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 Provider. The Provider shall not commence any additional Services or change the scope of the Services until authorized in writing by the City. Provider shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Provider and the City. The Contract may only be amended, supplemented or modified by a written document executed by the Provider and the City Manager.

3.1.5 In accordance with the provisions and conditions of the Contract, Provider shall freely enter into the Contract for the purpose of providing Services to the City and to be compensated for the Services.

3.1.6 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Provider requests a price increase, the Provider shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

3.2 Contract Forms

3.2.1 If a Bidder intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this project, the form must be submitted with the Bid for review by the City's legal counsel during the evaluation of Bids. If such agreement requires that payments be remitted to other than the Bidder, the Bidder shall indicate the name and address of the firm to whom Bidder would request payments to be made, and the firm's relationship to the Bidder.

3.2.2 Bidders are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the bid may be rejected due to the contradiction unless Bidder indicated deletion of such clauses. If agreement form indicated a firm other than the Bidder is Contractor, or payee, the proposed Provider or payee must also indicate concurrence with the deletion of such clauses.

3.2.3 If no agreement form is included with the bid, no such form will be approved by the City during the evaluation or award processes, or following award of contract. If the bid does not indicate the proposed Contractor, vendor or payee to be a person or company other than the Bidder, (1) only the Bidder will be considered as Provider and (2) payments will be made only to the Bidder to whom the contract is awarded.

3.2.4 The City of City Rapids will in no case agree to terms not submitted for review with the bid submittal.

3.3 Payment Terms and Invoice Submittal

3.3.1 Payment terms for Services authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice <u>and</u> after Services are performed, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.

3.3.2 Invoices shall include the following information:

- Provider name and address
- Date of Services
- City PO Number
- Description of Services
- Quantity of Services provided
- Unit price (per service code)
- Extended price
- The total amount being invoiced
- The Project Number / Contract Number (RFB #PUR1015-070)

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

3.3.4 All invoices and supporting documentation shall be submitted, within 60 days following treatment, examination or testing, via US mail to: Corvel, Corp., PO Box 71652, Des Moines, IA 50325.

Invoices are authorized weekly by the City and approved payment amounts are transferred to Corvel Corp. to pay the Provider.

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

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

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

3.4 Treatment of Documents and Records

3.4.1 Ownership

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

3.4.2 Confidentiality

Any individual subcontracted or employed by the Provider 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, Provider and/or its subcontractors chooses to dispose of Documents, disposal of Documents shall:

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

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

3.4.4 Access/Retention

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

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

3.6 Estimated Quantities

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

3.7 Additions/Deletions of Service

The City reserves the right to add and/or delete services during the term of this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionately, in accordance with the bid price to the amount of service reduced. Should additional services be required from this Contract, prices for such additions will be negotiated between the contractor and the City.

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

SECTION 4.0 – SCOPE OF SERVICES, SPECIFICATIONS

4.1 Background - The City of Cedar Rapids is seeking bids for the services of a licensed, qualified provider to provide health services such as employee physicals required by OSHA, injury care, vaccinations, and drug testing on an as-needed basis as requested by the Human Resources Department.

4.2 Scope of Services

Services to be provided shall include the following on an as-needed basis:

4.2.1 Respirator Clearance Physicals (See Attachment D for requirements) – approximately 450 employees tested per year

4.2.2 New Police Officer and New Firefighter Physicals (Example provided as Attachment E) – approximately 15 per year

4.2.3 New Police Officer ILEA Physicals (Example provided as Attachment F) – approximately 10 per year

4.2.4 Transit Driver Physicals (Example provided as Attachment G) – approximately 5 per year

4.2.5 Bomb Squad Physicals (Example provided as Attachment H) – approximately 3 per year

4.2.6 Clan Lab Physicals (Example provided as Attachment I) – approximately 12 per year

4.2.7 Fit for Duty Physicals – approximately 25 per year

This is routinely a 15 minute appointment to determine if employee is fit to return to duty. The City will provide information to the physician regarding the position profile and job requirements of the employee. Fit for Duty Physicals are used for two different circumstances:

a) Supervisor notes employee is having concerns and not performing duties as expected. The Supervisor documents performance concerns, "Ready-to-Work" statement is secured from medical provider, and employee is sent to City's contracted physician for evaluation.

b) Employee has been off work for 2 weeks or more and is attempting to return to work (non-work related injury/illness). The employee provides the City with the "Ready-to-Work" statement and the City's contracted physician determines if they are allowed to return to full work status.

4.2.8 Physical for Commercial Driver Fitness Determination (Example provided as Attachment J) – approximately 150 per year

4.2.9 Treadmill with Interpretation

4.2.10 Tuberculosis Testing and Recheck – approximately 400 per year

4.2.11 DOT and non-DOT Drug and Alcohol Testing – approximately 140 tests per year

4.2.12 Injury Care – Initial Visits and Recheck Visits to Clinic – as needed, quantity unknown

4.2.13 After Hours Injury Care – Urgent Care and ER Visits when Clinic is not open

4.2.14 Vaccinations – Pricing is requested for individual shots and for a series of each of the following vaccinations:

a) Hepatitis A series – average 5 per year
b) Hepatitis B series – average 5 per year
c) Twinrix series – average 15 per year
d) Rabies – average 1 per year
e) Flu shots – average 500 per year

Monthly reports and annual program reviews shall be provided for each program listed above.

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

SECTION 5.0 – BID EVALUATION AND AWARD

5.1 Award - Any award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.

5.1.1 Award shall be made to the responsible Bidder submitting the lowest responsive bid with regard to the specifications set forth herein. The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups or lump sum; and to waive technicalities and formalities where is it deemed advisable in protection of the best interests of the City.

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

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 Contractor. The purchase order shall constitute authorization for the Provider to commence the Services.

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 Provider 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;
- 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 Services 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 Provider or subcontractor in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Bid. The City may survey other local agencies during the bid evaluation period to make sure the Company does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.

5.5 In case of tie bids, the City will make the award based on the priority factors as outlined in the City of Cedar Rapids Purchasing Policy Manual.
http://cedar-rapids.org/government/departments/purchasing/Documents/Tie%20Bid%20Procedure_14.pdf

5.6 Buy Local Program

The Cedar Rapids City Council has passed a resolution adopting a Buy Local Program for the procurement of goods and Services by competitive bid or proposal. Preference shall be applied to acceptable bids or proposals from businesses located within Linn County who have submitted a notarized Local Business Certificate. See Attachment C for details. If your company is already registered, or if this does not apply to your business, do not complete the form.

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

SECTION 6.0 – SUBMITTAL INSTRUCTIONS

DOCUMENTS TO BE SUBMITTED WITH THIS BID

1. General Company Information Form – Attachment C
2. Certification Regarding Ability to Obtain Required Insurance – Attachment C
3. Bid Pricing Submittal Form – Attachment C
4. 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.

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

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

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

BID INFORMATION IS PUBLIC - All documents submitted with any bid shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Cedar Rapids in connection with a bid, the submitting party recognizes this and waives any claim against the City of Cedar Rapids and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Rapids and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Rapids arising from any opportunity.

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

CONFLICT OF INTEREST - PROVIDER represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Provider and the City that is a conflict of interest. No employee, officer or agent of the Provider 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 Provider shall be liable for any excess costs to the City as a result of the conflict of interest. The Provider 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 Provider 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 Provider 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 Provider fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Provider as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Provider of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Provider 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 Provider shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Contractor, its employees, or any independent Contractors working under the direction of either the Provider 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 Provider certifies that in performing the Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

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

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

NON-COLLUSION STATEMENT – Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Provider 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 Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Contractors that engage in contracts with the City of Cedar Rapids, Iowa agree as follows: The Provider 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 Provider 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 Provider will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Cedar Rapids expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the Services they perform.

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

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

SUBCONTRACTING – The 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.

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 Provider 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 Provider 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 Provider 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 Provider 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 Provider shall be paid for all Services which have been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

WARRANTIES – SERVICES - The Provider shall perform Services for the City pertaining to the Project as set forth in the Contract. Provider represents that Services shall be performed in a manner consistent with other Providers in a similar industry and application and shall conform to the requirements of the Contract.

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

Provider'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 Provider.

WARRANTIES – INTELLECTUAL PROPERTY - Provider 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 Provider or that the Provider has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and services. The Provider 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 work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Provider 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 Provider 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.

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

ATTACHMENT B – INSURANCE REQUIREMENTS

Section I – Basic Insurance Requirements

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

General Liability Insurance Provider 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 the Contract by the Provider or its employees.

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

Professional Liability Insurance with limits of at least $1,000,000 per occurrence covering all services provided by the Provider, its employees, or independent contractors. If this 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 Provider continuing to furnish the City certificates of insurance.

THREE (3) ENDORSEMENTS REQUIRED:

1. Additional Insured Endorsement:

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

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

a. **Non-waiver** of Government Immunity The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as It may be amended from time to time.

b. Claims Coverage The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.

c. Assertion of Government Immunity The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.

d. Non-Denial of Coverage The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.

e. No Other Change in Policy The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

3. Cancellation and Material Changes Endorsement

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

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

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

Section II – Conditions of Contract

The Provider is required to purchase and maintain insurance coverage to protect the Provider 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 Provider to maintain this insurance in full effect will be treated as a failure on the part of the Provider to comply with these requirements and be considered sufficient cause to suspend the services, withhold payment(s), and/or be disqualified in the future.

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

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

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

Section III – Contract Approval

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

List Health Services, RFB #PUR1015-070, 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.
Certificates may be sent by e-mail (r.johnson2@cedar-rapids.org), fax (888-815-3659), mail or delivery to the attention of Rebecca Johnson.

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

ATTACHMENT C

BID SUBMITTAL FORMS

For

HEALTH SERVICES
RFB #PUR1015-070

FORM NAME	Page
General Company Information Form……	18
Certification Regarding Ability to Obtain Required Insurance……..	19
Bid Pricing Submittal Form……	20
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 Provider shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Bid all necessary 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 Services as described in Section 4.0.

Pricing for Employee Physicals and Testing as required by OSHA: A monthly report shall be supplied to the City for each program listed below. Each program shall be reviewed on an annual basis.

Description	Estimated Quantity	Firm Fixed Price per Physical / Test
Respirator Clearance Physicals (see Attachment D) Medical clearance per OSHA guidelines / NFPA / MFPRSI	450 employees per year	$
New Police Officer and New Firefighter Physicals (see Attachment E)	15 employees per year	$
New Police Officer ILEA Physicals (see Attachment F)	10 employees per year	$
Transit Driver Physical (see Attachment G)	5 employees per year	$
Bomb Squad Physical (see Attachment H)	3 employees per year	$
Clan Lab Physical (see Attachment I)	12 employees per year	$
Fit for Duty Physical as described in Section 4.2.7 on page 9	25 employees per year	$
Physical for Commercial Driver Fitness Determination (see Attachment J)	150 employees per year	$
Treadmill Test with Interpretation	40 tests per year	$
Tuberculosis Testing (including initial TB test and recheck)	400 tests per year	$

Location where services listed above would take place: _____

_____

Physicals for new employees are required in a timely manner with little notice.

How much notice would your company require for new employee physicals: _____ hours

Physicals for existing employees as required by OSHA can be scheduled in advance.

Notice your company requires for advance scheduling of existing employees: _____ days

Drug and Alcohol Testing – Approximately 400 tests per year

Description	Firm Fixed Price per Test During Business Hours	Firm Fixed Price per Test After Hours
Drug Testing – DOT	$	$
Drug Testing – Non-DOT	$	$
Alcohol Testing – DOT	$	$
Alcohol Testing – Non-DOT	$	

Location where testing would take place: _____

_____

Pricing for Vaccinations:

Description	Firm Fixed Unit Price for Individual Shot	Firm Fixed Unit Price for Series
Hepatitis A Vaccination	$	$
Hepatitis B Vaccination	$	$
Twinrix Vaccination	$	$
Rabies Vaccination	$	n/a
Flu Shot	$	n/a

Location where vaccinations would take place: _____

_____

Pricing for Injury Care to be provided as needed – New Patients

CPT Code	Minutes	Description	Firm Fixed Price per Visit		
			Clinic	Urgent Care	ER
99201	10	Self-limit / minor	$	$	$
99202	20	Low to moderate severity	$	$	$
99203	30	Moderate severity	$	$	$
99204	45	Moderate to high severity	$	$	$
99205	60	Moderate to high severity	$	$	$

Pricing for Injury Care to be provided as needed – Established Patients

CPT Code	Minutes	Description	Frim Fixed Price per Visit		
			Clinic	Urgent Care	ER
99211	5	Self-limit / minor	$	$	$
99212	10	Low to moderate severity	$	$	$
99213	15	Low to moderate severity	$	$	$
99214	25	Moderate to high severity	$	$	$
99215	40	Moderate to high severity	$	$	$

Scenarios:

Type of Injury	CPT Codes	Firm Fixed Price per CPT Code		
		Clinic	Urgent Care	ER
Head Contusion	99284	$	$	$
	70450	$	$	$
	96374	$	$	$
Fracture	99283	$	$	$
	73610	$	$	$
	97530	$	$	$
	97001	$	$	$
Laceration	12001	$	$	$
	90471	$	$	$
	99283	$	$	$
	90715	$	$	$

Clinic location where injury care would take place during normal business hours: _____

_____

Normal business hours: _____

Location where Urgent Care would be provided outside of normal business hours: _____

_____

Urgent Care hours: _____

Location where Emergency Care would be provided outside of normal business hours: _____

_____

Emergency Care Hours: _____

City Council resolution, signed contract and approved purchase order are the documents that authorize Services to begin.

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 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 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 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 Provider Registration #

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

BUY LOCAL PACKET

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

1. Who is local?

   a. Businesses located within Linn County, Iowa who have paid Linn County property taxes on a plant, office or store occupied by the business for the past year; or

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

2. How do I apply for local preference status?

   a. Complete a "Local Business Certificate". (See page 3 of this packet)

   b. Mail the notarized, completed certificate to:

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

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

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

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

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

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

   No, the following types of purchases are excluded:

   a. Purchases subject to the competitive laws of the State of Iowa

   b. Purchases subject to federal, state or county grant stipulations

   c. Purchases from the State of Iowa or other national contracts

   d. Sole source purchases

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

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

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

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

7. How does the Buy Local Program work?

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

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

10% for bids less than $25,000

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

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

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

- This bid is less than $25,000 so the preference is 10%
- Contractor B submitted the lowest bid of $14,770.55
- Contractor B is not a local business
- Contractor A submitted the next lowest bid of $15,147.99
- Contractor A is a certified local business
- $15,147.99 - $14,770.55 = $377.44 / 14,770.55 = 2.56%
- The difference between the two bids is 2.56% which is within 10% so the local preference applies
- The bid is awarded to the local Provider 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 Provider A was given 976.7 points by the evaluation team
- Contractor B and Provider C each received 50 additional points per the local preference policy
- After the additional points were applied, Provider 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?	☐ Yes ☐ 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?	☐ Yes ☐ No	Street address of property: _____ Is this your home residence? ☐ Yes ☐ 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?	☐ Yes ☐ No	Street address of property: _____ Is this your home residence? ☐ Yes ☐ No If yes, see page 1, #6

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

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

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

_____
NOTARY PUBLIC, STATE OF IOWA

To confirm your status, check the certified local business list which is posted on the City's website: www.cedar-rapids.org/government/departments/purchasing.

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

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

Internal Use Only:

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