



**REQUEST FOR PROPOSAL #0309-259
TOWING SERVICES
CITY OF CEDAR RAPIDS, IOWA
May 1, 2009**

You are invited to submit a proposal for towing services as requested by the City of Cedar Rapids.

Sealed proposals must be received at City Hall (date and time stamped-front desk) by Friday, May 15, 2009 at 11:00 am (our clock), Central Daylight Time, in order to be considered. City Hall is located at 3851 River Ridge Drive NE, Cedar Rapids, Iowa. Proposals sent via facsimile or e-mail will **not** be accepted.

The sealed envelope containing the proposal shall be endorsed on the outside with the Proposer's name and return address. If proposal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation "SEALED RFP – TOWING SERVICES" due on Friday, May 15, 2009 @ 11:00 am.

INSTRUCTIONS TO PROPOSERS

Name of the Proposal	Towing Services
Deadline for Proposal Questions	Monday, May 11, 2009 at 11:00 am, CDT
Deadline for Proposal Submittal	Friday, May 15, 2009 at 11:00 am, CDT
Submit Sealed Proposal to: Address <u>exactly</u> as stated → → →	Sealed RFP - TOWING SERVICES City Hall – Office of the City Clerk 3851 River Ridge Dr. NE Cedar Rapids IA 52402
Method of Submittal	Mail Delivery, In Person Fax and e-mail proposals are <u>not</u> acceptable.
Contact Person, Title	Judy Lehman, CPPB - Manager, Purchasing Services
E-mail Address	j.lehman@cedar-rapids.org
Phone/ Fax Numbers	Phone: (319) 286-5022 Fax: (319) 286-5130

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the proposer. Similarly, the City is not responsible for, and will not open, any proposal responses, which are received later than the date and time, stated above. Late proposals will be retained in the proposal file, unopened.

Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Proposer in writing by Monday, May 11, 2009 at 11:00 am, CDT. FAX or E-Mail all questions to Judy Lehman in the Purchasing Services Division (fax and e-mail information listed above). Any and all questions will be responded to in the form of written addenda to all Proposers. It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the City contact listed

above (by Email or Phone) to determine if addenda were issued. 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 (page 18).

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.

Wherever requested throughout this document, a company representative who is authorized to bind the Contractor 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 attached hereto. The City of Cedar Rapids reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.

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

Proposals will be publicly opened and read on Friday, May 15, 2009 at 11:00 am in City Hall, 3851 River Ridge Drive NE, Cedar Rapids. The main purpose of the proposal opening is to reveal the name(s) of the proposers, not to serve as a forum for determining the apparent low proposal.

Proposals will be evaluated promptly after the proposal opening. After an award is made, a proposal tabulation summary will be sent to all companies who submitted a proposal. Proposal results **will not be given** over the telephone. No proposal may be withdrawn for a period of sixty (60) calendar days after the proposal opening date.

The contract outlined in the Request cannot begin until a proper Certificate of Insurance has been reviewed and approved by the City's Risk Manager.

Respectfully,

Judy Lehman

Judy Lehman, CPPB
Manager, Purchasing Services Division
3851 River Ridge Drive NE
Cedar Rapids, IA 52402

CITY OF CEDAR RAPIDS MUNICIPAL CODE

"61.103(j) BIDS ON TOWING

The City Council shall take bids from private operators for schedules of fees for towing and storage of vehicles as provided in this chapter upon such terms and conditions as it may prescribe. Thereupon, the City Council, after receiving and reviewing said bids, may accept the bid which in its judgment is the most advantageous to the city and in the best interest of the public, and shall thereupon designate the bidder submitting the successful bid to tow and store such vehicles. The appropriate department head or his authorized representative is hereby empowered to order the bidder designated by the City Council to tow and store such vehicles as may be necessary and authorized under this section until disposed of as provided in this chapter. Such bidder is hereby authorized to retain such vehicle until the fees, as set out in the bid for towing and storage shall be paid. The City Council shall have the right to waive irregularity in any bids, to reject any and all bids received and to re-advertise if desired."

61.103 (L) Administrative Fee for Towing. In addition to any penalty provided by law, the city may impose an administrative fee for each instance of towing pursuant to this section. The fee imposed shall be in an amount set by the City Manager, and except as otherwise provided in subsection (c) of this section, must be paid prior to the vehicle being released from the city's custody. (33-97, 90-99, am. 77-02, 031-07)

61.137 (H) Administrative Fee for Towing. In addition to any penalty provided by law, the city may impose an administrative fee for each instance of towing pursuant to this section. The fee imposed shall be in an amount set by the City Manager, and must be paid prior to the vehicle being released from the city's custody. (23-96, 031-07)

INSTRUCTION AND SPECIFICATIONS FOR TOWING AND STORAGE OF VEHICLES

SCOPE OF WORK

The City of Cedar Rapids, Iowa is seeking proposals from qualified Contractors for the towing and storage of motor vehicles which have been involved in various types of criminal activity, present a traffic control hazard or are in violation of traffic ordinances throughout the City. During the past year, the current towing contractor towed in excess of 5,000 vehicles. This number includes a substantial number of owner's request "no preference" wreckers.

For the purpose of this agreement, the following terms, phrases, words or their derivatives shall have the meaning hereinafter stated unless another meaning is clear from the context or usage.

- The word "shall" imposes a duty or mandatory requirement.
- "City" means the municipality commonly known as the City of Cedar Rapids, Iowa.
- "Contract" means the written agreement enforceable by law between the City and the successful proposer engaged to perform towing services for the City of Cedar Rapids, and shall incorporate by this reference the terms and conditions of these "Instructions and Specifications for Towing and Storage of Vehicles", including any attachments and amendments.
- "Person" means an individual, firm, partnership, business association, corporation or other entity of any kind.
- "Towing" means the removal of a motor vehicle by use of a wrecker or flatbed on demand or on-call basis, twenty-four hours a day, seven days a week, irrespective of holidays or weekends.
- "Towing Service" means a person engaged in the business of towing motor vehicles for consideration, and includes the removal of disabled or accident damaged vehicles from the scene by the use of a wrecker. The successful proposer will hereinafter be referred to as the towing service.

PROPOSAL EVALUATION PROCEDURES

An evaluation team, comprised of Police Department management personnel, will evaluate the proposals individually. Financial terms will not be the sole determining factor in this award. Other criteria shown below will be considered, as well as any other factors that the evaluation team determines may affect the suitability of the proposal for the City's requirements. A supplier's submission of a proposal constitutes their acceptance of the evaluation technique and their recognition and acceptance that the evaluators in this evaluation will use subjective judgment.

PROPOSAL EVALUATION CRITERIA

Evaluation team members will assign scores for each proposal based on their experience and judgment of how well the proposal addresses the City of Cedar Rapids' requirements. Each prospective Contractor is assured that any proposal submitted will be evaluated independently using the best available information and without any forgone conclusions.

Points assigned to each proposal by an evaluation team respective to a specific criterion will be made after giving careful consideration to the material submitted with each proposal.

Evaluation Criteria

A.	Prices	25 points maximum
B.	Towing related equipment and equipment capabilities	30 points maximum
C.	Contractor Responsibility	25 points maximum
D.	Storage Facilities	15 points maximum
E.	Abandoned Vehicle Disposal Method	5 points maximum

EVALUATING RESPONSIBILITY

Responsibility refers to the proposer's potential ability to perform successfully under the terms of the proposed contract.

The following minimums of standards that a proposer shall meet as a responsible contractor are:

- 1) Has in operation a towing business adequate to assure compliance with the requirements stated in this proposal;
- 2) Has adequate personnel to assure compliance with the requirements stated in this proposal;
- 3) Be able to comply with the required or proposed performance schedule, taking into consideration all existing business commitments;
- 4) Have a satisfactory record of performance. For contractors who are or have been deficient in current or recent contract performance, consideration shall be given to the number of contracts, and extent of and reason for the deficiencies of each;
- 5) Favorable references from firms with projects of similar scopes that indicate that the proposer has the ability to carry out the services specified;
- 6) Have a satisfactory record of integrity and business ethics;
- 7) Be otherwise qualified and eligible to receive the contract award under applicable laws and regulations.

EVALUATING PERFORMANCE CAPABILITY

The evaluation team will take measures to determine each prospective contractor's performance capability under the terms of the proposed contract. Its efforts may include:

- 1) An evaluation of data on hand;
- 2) An evaluation of the data from other agencies, including references;
- 3) An on-site inspection of facilities;
- 4) Any combination of above.

TERM OF CONTRACT

The initial term of the contract shall be for two (2) years anticipated to be 7/1/09 to 6/30/11.

The City and the Contractor may renew the original contract for two additional two-year time periods by mutual agreement. Thirty (30) to sixty (60) days notice must be given to renew the contract for additional increments.

A Letter of Agreement, prepared by the City and signed by the City Manager, shall become the document that authorizes the contract to begin, assuming the insurance requirements (if applicable) have been met. Each section contained herein, any addenda and the response from the successful proposer shall also be incorporated by reference into the resulting agreement. Similar services may be added and pricing for these services negotiated during the term of the contract.

No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc 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.

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 proposed and accepted for the term of the contract.

PROCEDURAL/EQUIPMENT REQUIREMENTS

1. The towing service shall, upon order or directions from any Cedar Rapids Police Officer, employee of Public Works Department or Airport Safety Office remove and/or impound all vehicles as ordered and directed at any time when called upon to do so. It is understood that any request to tow a vehicle shall be made only when lawful. If the towing of the vehicle(s) poses unreasonable risk of injury to persons or excessive damage to property, as determined by the towing service, it is understood that service may be refused until a safe working agreement can be reached. The towing service contractor shall respond to a call for service within thirty (30) minutes or less, in most cases, and must be available to respond to as many as five calls simultaneously for the City of Cedar Rapids.
2. The towing service, when removing a vehicle pursuant to police or other city department direction, shall immediately upon removal and/or impounding of such vehicle make records of (items a through e below) and upon request of any police officer of the City of Cedar Rapids or any duly authorized representative of the City of Cedar Rapids, make available to said persons the following information:
 - a) Make, model and year of the vehicle.
 - b) License and/or serial number of the vehicle.
 - c) Location from which towed.
 - d) Location to which taken.
 - e) Date and time at which towing occurred.
3. To enable compliance with Section 321.89 of the Code of Iowa, as amended, the towing service shall, when removing a vehicle under any other direction than Police Department authority, upon removal or impounding of such vehicle, provide the Police Department with the information set forth in Paragraph 2 hereof. No later than four (4) hours from the time of removal, an authorized employee of the towing service shall present themselves at the Police Station to complete any required paperwork.
4. The towing service shall be furnished with a written inventory of the vehicle and its contents by the City department ordering or directing the tow truck. Pre-existing damage on the vehicle shall be noted. If the vehicle contains no property over \$20 in value, it shall be stated on the tow report. Items that could cause injury, i.e. firearms, explosives, hazardous materials, etc. will be removed from the vehicle prior to towing. Purses, checkbooks and credit cards will be brought to the police station for safekeeping by a police officer.
5. The towing service shall have available at all times a minimum of six (6) radio equipped towing vehicles which are properly equipped to tow vehicles in such a manner as to minimize damage to towed vehicles including three (3) flat bed trucks which are rated and licensed to haul a 3-ton

vehicle at minimum, two (2) wreckers and one (1) wrecker of sufficient registration to tow a semi truck/trailer or any heavy equipment. Radio equipped tow trucks/wreckers are those with constant radio contact between the vehicle and the home office. "Having available" shall mean either ownership of or possession of, through a standard vehicle lease, two towing vehicles and three flat bed trucks. "Having available" a towing vehicle large enough to tow a semi tractor/trailer or other heavy equipment shall mean either ownership or standard lease or sub-contract with an owner of a towing vehicle of sufficient registration to transport vehicles of this nature. The sub-contract shall provide that the owner of the semi tractor/trailer or heavy equipment towing vehicle shall comply with all applicable provisions of this contract except all dispatching shall be through the contracted towing service. For equipment that the Contractor does not own, a copy of any lease or sub-contract and a copy of insurance documentation is required and must be submitted with the proposal submittal documents.

Before placing any towing vehicle in service, there shall be painted or attached on each side of the motor vehicle, in letters and figures large enough to be easily read at a distance of fifty feet and in a color in contrast to the background, the following:

- a. Name and address of the towing service (city and state).
- b. Phone number of the towing service.
- c. U.S.D.O.T. permit number.

The towing service shall maintain its wreckers, tow trucks, and other equipment in compliance with all state and local codes, statues, advisories and regulations and in such a condition that they are able to perform their towing in a reasonable workmanlike and adequate manner. The following equipment must be at all times in proper working condition and/or conform to code:

- a. A properly mounted and charged fire extinguisher.
- b. Safety reflectors and/or flares on board.
- c. All lamps and lights in proper working condition.
- d. Properly working windshield wipers/windshield free of cracks.
- e. Properly maintained vehicle suspension.
- f. Tires of minimum tread depth.
- g. All electrical wiring properly protected.
- h. All cargo properly secured.
- i. Exhaust systems free of leaks and properly maintained.
- j. Heater and defroster system in proper working order.

In addition, the contractor will comply with all city, state, and applicable federal motor carrier regulations.

Note: All wreckers and towing equipment are subject to unannounced inspections by members of the Cedar Rapids Police Department.

If, at any time, the equipment, appliances or methods employed during the work are such that the quality of service is not satisfactory to the City, the City shall provide a written statement of deficiency, provide a recommended resolution and allow a reasonable time for appropriate remedial action.

Flashing red lights are to be used at the scene only and not when the wrecker or tow truck is moving from point to point.

It will be the responsibility of the towing service to provide wreckers and equipment necessary to tow all types of vehicles.

NOTE: The towing service will be allowed to drive, rather than tow, large vehicles (semi-trucks) to the impound lot ONLY under the following circumstances:

- a. Can only be driven by a qualified employee of the towing service with a proper CDL, and
- b. Can only be driven if owner/operator of the vehicle consents to it being driven rather than being towed, and
- c. Vehicle must be in safe operating condition.

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

Any shift commander on duty with the Cedar Rapids Police Department may require the vehicle to be towed and not consent to the vehicle being driven, even if all circumstances are complied with.

- 6. The towing service shall have a minimum of five (5) employees available at all times who are licensed to operate the wreckers as required.
- 7. The towing service shall also maintain, during all seasons of the year, one outside facility large enough to store a minimum of 800 vehicles and one inside heated secured storage facility large enough to store a minimum of 10 vehicles. All facilities must be located within a reasonable distance of the corporate limits of Cedar Rapids at the time the proposal is opened. Every towing service and its associated facilities shall be located in such a manner that the use and facilities comply with all city or county zoning requirements. The storage facilities shall be lighted and completely fenced with a fence of minimum height of six feet to prevent the removal of any of the contents from, or damage to, the vehicles removed and/or impounded pursuant to these specifications. The towing service will store vehicles indoors when directed to do so by a police officer or an authorized police department employee. The towing Contractor may, at their discretion, store vehicles indoors when necessary to limit damage caused by exposure to outside elements or if it cannot be secured adequately to prevent the loss of property.
- 8. The towing service operating under this policy must keep and maintain the following records for every motor vehicle towed: The make, model, and year of the motor vehicle, the license plate number, the vehicle identification number, the date towed and the amount billed for the services provided. If extraordinary measures are used, they should also be noted and the amounts so billed itemized. All such records shall be retained by the towing service for a period of one year from the date the service was provided and shall be made available to the Police Department for inspection on demand. Identical copies of these records shall be filed with the Police Department upon the release or disposal of the vehicle.

The towing service will determine what equipment to be used or measures must be taken to safely tow vehicles. If extraordinary measures must be used to tow a vehicle, the police officer/commander at the scene shall be made aware.

Whenever towed vehicles are claimed by the owner thereof, the towing service shall furnish to the owner of the vehicle an itemized statement of all charges made for the towing and storage of the vehicle and, upon release of said vehicle, shall secure from the owner a completed receipt and release for the vehicle and all other personal property contained herein. It will be the responsibility of the towing service to make the vehicle accessible to the owner by bringing the vehicle out of the storage lot to a public access area at no fee to the vehicle owner.

The towing contractor shall maintain regular office hours, as listed below, to allow owners to claim their vehicle:

- 7:00 am to 10:00 pm, Monday through Friday
- 7:00 am through 4:00 pm, Saturdays

- One hour on Sunday afternoon as determined by the towing contractor
- At the times listed below, the vehicle owner shall be able to claim their vehicle within a one-hour notice at the Police Department request.
 1. Saturdays, 4:00 pm to 10:00 pm
 2. Sundays, 7:00 am to 10:00 pm
 3. Holidays, 7:00 am to 10:00 pm
- The towing contractor shall not be required to release a vehicle to the owner between 10:00 pm and 7:00 am.

The towing service shall post its hours of operation and its phone number(s) on its business door. Vehicles and property will be released per the guidelines of the Cedar Rapids Police Department (ATTACHMENT A).

The towing service cannot charge more than the rates stipulated in their proposal. Reduced rates may or may not be considered by the towing contractor.

The storage fee shall be paid at the rate proposal for each twenty-four (24) hour period or fraction thereof, not calendar days, beginning with the time of towing.

The towing company shall provide itemized accounting for all vehicles towed that were charged the City's administrative fee (ordinance 61.103). This itemized accounting and a check shall be submitted to the Cedar Rapids Police Department weekly.

9. The Cedar Rapids Police Department will authorize the towing service to act as its private entity to dispose of abandoned (not claimed) vehicles. The towing service agrees to remove all such vehicles and store them without cost to the City of Cedar Rapids, Iowa. Sales or disposal to a demolisher of the vehicles towed under these specifications shall be pursuant to Section 321.89 of the State Code of Iowa, as amended, and Section 61.103 of the of the City Code of Cedar Rapids. Sales shall be conducted at a time, place, and manner to be determined by the towing service.

The sales may be held upon the premises of the towing service. Disposition of the proceeds of the sales shall be made in accordance with the provisions of the laws of the State of Iowa and the ordinances of the City of Cedar Rapids. The City of Cedar Rapids shall not be responsible for paying any cost to the towing service.

The towing service shall provide to the Cedar Rapids Police Department the following information on every vehicle disposed of by demolition or auction:

- a. Year, make and VIN of vehicle
- b. Date of disposal or sale
- c. Name of purchaser or demolisher of vehicle
- d. Amount received for vehicle (when requested by Cedar Rapids Police Department)
- e. Bill for towing, storage and notification accrued on each vehicle

10. Vehicles seized or forfeited in accordance with Section 809 of the State Code of Iowa shall be towed to either the towing service's lot or a place designated by Police Department personnel. If towed to the towing service's lot, the City will pay the storage rate specified herein. If the seized or forfeited vehicle is subsequently towed to a different location, the towing service shall be entitled to a second towing fee. The fees allowed shall be the fees specified in this agreement.

11. In accordance with Section 321.371 of the State Code of Iowa, as amended and Section 61.081 of the Code of Cedar Rapids, it will be the responsibility of the towing service to provide the necessary equipment and personnel to clean up whatever debris is left from the scene of an accident from which the contracted towing service is removing a vehicle.

12. The towing service shall provide a direct telephone line between its home office and the Cedar Rapids Police and Fire Communications Center and adequate personnel to answer the telephone during normal business hours (7:00 am - 10:00 pm). After normal business hours and on Sundays and holidays, the towing service MUST be able to be reached by pager or cell phone. THE CEDAR RAPIDS POLICE DEPARTMENT MUST BE ABLE, AT ALL TIMES, TO HAVE IMMEDIATE CONTACT WITH THE TOWING SERVICE.
13. The successful contractor shall be required to hold a US Department of Transportation Truck Operator Permit Number. Each wrecker driver employee shall hold a current valid license to drive/operate equipment in accordance with state laws and city ordinances. All wrecker drivers shall wear tow company identification while performing their duties.
14. The applicant, owners or partners, officers or directors of the towing service must have never been convicted of:
 - a) Any felony.
 - b) Any crime involving the taking, use, tampering with, or conversion of a motor vehicle.
15. The successful contractor shall furnish, at its own expense, a performance bond in the sum of five thousand dollars (\$5,000) for the faithful performance of the contract. Said bond must be maintained throughout the term of the contract.
16. If the towing service or any personnel employed by the towing service conduct themselves in any manner that would embarrass or discredit the City or any citizen thereof, whether it would be by action or word, while performing under this contract, the City shall provide the towing service with a written statement detailing the conduct. The towing service may conduct remedial training of the employee or take fair disciplinary action.
17. The City of Cedar Rapids also reserves the right to cancel this contract if the towing service is unable to respond to any call for service in 30 minutes or less, in most cases, or is unable to respond to more than one call at a time.

The City may terminate this contract at any time by a notice in writing from the City to the towing service. The notice shall state the reasons for the proposed termination and provide the towing service with an opportunity to be heard prior to the termination. If the City terminates the contract with the towing service, the towing service shall be entitled to receive payment in accordance with Paragraph 9 of these specifications by being allowed to auction or dispose to a demolisher all of the abandoned (not claimed) vehicles towed in accordance with these specifications left on their premises.
18. All specifications or requirements included within the provisions of the Contract SHALL be met by the time the proposals are opened. Failure to meet all of the Contract's specifications or requirements and failure to enclose all necessary attachments pertaining to vehicle and property lease, ownership or insurance by the time the proposals are opened may disqualify the proposer from being awarded the contract.
19. If the proposer plans to lease the storage facility, within 3 days of being granted the towing contract, the successful proposer shall provide a signed lease for the storage facility for the vehicles to the City. If the proposer fails to provide the City with the signed lease within 3 days of being granted the towing contract, the City may award the contract to another proposer.
20. The City of Cedar Rapids may seek forfeiture of the towing service's performance bond if the conditions and requirements stated herein are not complied with.

21. As part of ongoing performance measures, the City is committed to measuring customer satisfaction. A customer satisfaction survey will be sent to each towing customer and the feedback will be recorded, monitored and used as a tool for service level improvement.
22. The towing service shall provide mechanical vehicle inspections and weights of vehicles free of charge for serious and/or fatal collisions at the request of the CRPD. The towing service will issue a written report on the findings of a vehicle inspection upon request.

DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL

1. Proposal Submittal Forms – Pages 12-17
2. Signature Page – Page 18
3. Certificate of Insurance (Refer to requirements on page 19)
4. Copies of registration for each vehicle owned by the Contractor
5. Copies of lease agreement for each vehicle leased or subcontracted by the Contractor
6. Copies of insurance documents for each vehicle leased or subcontracted
7. Proof of lease duration for storage facilities, if they are leased

**PROPOSAL SUBMITTAL FORM
CEDAR RAPIDS POLICE DEPARTMENT
TOWING PROPOSAL (page 1 of 6)**

Towing within city limits – At the request of a CRPD police officer or an authorized CRPD employee.

	Flat Fee
<u>Towing:</u> Passenger vehicles, multipurpose vehicles, vans or trailers less than 2,000 #	\$ _____
<u>Towing:</u> Motorcycles	\$ _____
<u>Towing:</u> Lowriders	\$ _____

Type of vehicle	Per hour	Minimum	Per each 15 minutes after the first hour
<u>Towing:</u> Trucks/trailers with gross weight up to 15,000 lbs.	\$ _____	\$ _____	\$ _____
<u>Towing:</u> Trucks/trailers with gross weight over 15,000 lbs and up to 60,000 lbs.	\$ _____	\$ _____	\$ _____
<u>Towing:</u> Trucks/trailers with gross weight over 60,000 lbs.	\$ _____	\$ _____	\$ _____

	Flat Fee
Private property (if applicable under city ordinance) in addition to the tow fees stated above	\$ _____
Driving semi-tractor/trailer (per section 5 of the tow specifications)	\$ _____
<u>Inside</u> storage fee for each 24 hour period or portion thereof (not calendar days) – Minimum of one (1) day allowed beginning at time of hook-up.	\$ _____
<u>Outside</u> storage fee for each 24 hour period or portion thereof (not calendar days) – Minimum of one (1) day allowed beginning at time of hook-up.	\$ _____
Mileage for out-of town calls (one way allowed) Flat fee on per mile rate	\$ _____ /mi

Please check the method(s) of payment that your company accepts from customers.

- Cash
 Credit Card
 Debit Card
 Personal Check

Does your company charge the customer an upfront additional “service charge fee” for using credit cards, debit cards or personal checks? Yes No

**PROPOSAL SUBMITTAL FORM
CEDAR RAPIDS POLICE DEPARTMENT
TOWING PROPOSAL (page 2 of 6)**

Type of vehicle	Per hour	Minimum	Per each 15 minutes after the first hour
Winching: Passenger vehicles, pickups, motorcycles, multipurpose vehicles (Jeeps, Blazers, etc), vans or trailers less than 2,000 lbs.	\$ _____	\$ _____	\$ _____
Winching: Trucks/trailers with gross weight up to 15,000 lbs.	\$ _____	\$ _____	\$ _____
Winching: Trucks/trailers with gross weight over 15,000 lbs and up to 60,000 lbs.	\$ _____	\$ _____	\$ _____
Winching: Trucks/trailers with gross weight over 60,000 lbs.	\$ _____	\$ _____	\$ _____

Flat Fee, If no charge please state 0

Go-Jacks	\$ _____
Dollies	\$ _____
Roll-overs	\$ _____
Unlock Vehicle	\$ _____
Unlock linkage	\$ _____
Air in tires	\$ _____
Remove license plates	\$ _____

Extraordinary Services-Must advise officer/commander at the scene that these fees will be charged.

	Per hour	Minimum	Per each 15 minutes after the first hour
Standby Time	\$ _____	\$ _____	\$ _____
Remove vehicle from river	\$ _____	\$ _____	\$ _____
Snow removal around vehicle	\$ _____	\$ _____	\$ _____
Excessive clean-up (debris strewn more than 50') or spills (no hazardous chemical or biological spills)	\$ _____	\$ _____	\$ _____

**PROPOSAL SUBMITTAL FORM
CEDAR RAPIDS POLICE DEPARTMENT
TOWING PROPOSAL (page 3 of 6)**

City-Owned Towing within city limits – At the request of an authorized City employee.

<u>Towing:</u> City-owned passenger vehicles, multipurpose vehicles, vans or trailers less than 2,000 #	Flat Fee \$ _____
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Type of vehicle	Per hour	Minimum	Per each 15 minutes after the first hour
<u>Towing:</u> City-owned trucks/trailers with gross weight up to 15,000 lbs.	\$ _____	\$ _____	\$ _____
<u>Towing:</u> City-owned trucks/trailers with gross weight over 15,000 lbs and up to 60,000 lbs.	\$ _____	\$ _____	\$ _____
<u>Towing:</u> City-owned trucks/trailers with gross weight over 60,000 lbs.	\$ _____	\$ _____	\$ _____
<u>Winching:</u> City-owned passenger vehicles, pickups, motorcycles, multipurpose vehicles (Jeeps, Blazers, etc), vans or trailers less than 2,000 lbs.	\$ _____	\$ _____	\$ _____
<u>Winching:</u> City-owned trucks/trailers with gross weight up to 15,000 lbs.	\$ _____	\$ _____	\$ _____
<u>Winching:</u> City-owned trucks/trailers with gross weight over 15,000 lbs and up to 60,000 lbs.	\$ _____	\$ _____	\$ _____
<u>Winching:</u> City-owned trucks/trailers with gross weight over 60,000 lbs.	\$ _____	\$ _____	\$ _____

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

**PROPOSAL SUBMITTAL FORM
CEDAR RAPIDS POLICE DEPARTMENT
TOWING PROPOSAL (page 4 of 6)**

Is every vehicle that will be used for the City's contract radio equipped? Yes No

Is every flat bed truck that will be used for the City's contract rated and licensed to haul a 3-ton vehicle minimum? Yes No

Do you have the equipment on-site to tow and recover large/oversized vehicles involved in collisions? (This equipment must be able to salvage semi-tractor trailers with minimal disruption to the traffic flow.) Yes No
 If no, do you have access to this type of equipment? Yes No

Do you have the capability to weigh and mechanically inspect vehicles involved in serious and/or fatal collisions and provide report? Yes No

How many of the wreckers that will be used for the City's contract are capable of towing a semi-truck/trailer? _____

Are the hours and phone number of your company's towing operation posted on the door? Yes No

Outside Storage Vehicle Capacity→ _____
 Location → _____

Is this storage area lighted and fenced (minimum, 6' fence)? Yes No

Is the outside storage area monitored 24/7 by security cameras? Yes No

Inside Storage Vehicle Capacity→ _____
 Location → _____

Is this storage area locked, lighted and heated? Yes No

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)

1. _____

2. _____

3. _____

SIGNATURE PAGE

The undersigned proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

EXCEPTIONS/ DEVIATIONS to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

FIRM PRICING

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

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

The above signed hereby acknowledges receipt of the following addenda:

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

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

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

INSURANCE REQUIREMENTS

CITY OF CEDAR RAPIDS INSURANCE REQUIREMENTS

VENDOR, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance so as to cover all risk which shall arise directly or indirectly from VENDOR'S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the VENDOR'S employees carrying out the work involved in this contract.
2. **General Liability Insurance** with limits of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the VENDOR or its employees carrying out the work involved in this contract.
3. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the VENDOR or its employees.

Subcontractors: 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.

Qualifying 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 and not claims made form. The VENDOR shall be responsible for deductibles and self-insured retentions in the VENDOR'S insurance policies.

Additional Insured: The City of Cedar Rapids, its officers and employees shall be named as additional insureds on the VENDOR'S, subcontractors, and independent contractor's liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. The Description area of the certificate should state: **The City of Cedar Rapids, its officers and employees** are named as additional insureds. Project that the certificate covers: **Towing Services**.
2. The minimum liability limits required by the CITY are: **(\$1,000,000)**. This must be **occurrence form** liability coverage.
3. The following address must appear in the Certificate Holder section:
City of Cedar Rapids
Purchasing Services Division
3851 River Ridge Dr. N.E.
Cedar Rapids IA 52402

Certificates may be sent by e-mail, fax (319-286-5130), mail or delivery to the attention of Judy Lehman. A certificate of insurance must be provided to the CITY prior to the execution of this Agreement.

GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word CITY refers to the CITY OF CEDAR RAPIDS, IOWA throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the CITY.
2. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. **PROPOSAL FORM** - In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
4. **SPECIFICATION DEVIATIONS BY THE PROPOSER/OFFEROR** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
5. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
6. **BROCHURES** - Proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
7. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
8. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
9. **HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
10. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on your Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices proposal or proposed must, however, be based upon payment in thirty (30) 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.
11. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
12. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Proposals. The City further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the City.
13. **PIGGYBACK PROCUREMENT METHOD** - Upon request, the results of this proposal must be extended to any other City of Cedar Rapids department. In addition, the opportunity to purchase from this proposal may be extended to other government entities within Linn County. Any such usage must be in accordance with the policies of the respective entity and with the approval of the Contractor. The Contractor may determine it is necessary to charge delivery fees for entities located outside of the Cedar Rapids metro area. The City is not an agent of, partner to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such piggyback procurements.
14. **PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.
15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.
16. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.

17. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the City.
19. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.
20. **MISCELLANEOUS** - The City reserves the right to reject any and all proposals or parts thereof. The City reserves the right to inspect Supplier's facilities prior to the award of this proposal. The City reserves the right to negotiate optional items with the successful Proposer.
21. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the City.
22. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
23. **PATENT GUARANTEE** - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the City, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the City.
24. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Proposer 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 finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the City, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Supplier and the City may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the City from the successful Supplier is determined.
25. **TERMINATION OF AWARD FOR CONVENIENCE** - The City may terminate the award at any time by giving written notice to the successful Supplier of such

termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the City, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the City as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.

26. **FORCE MAJEURE** - For the purpose hereof, 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 (i) 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 (ii) shall remedy such cause as soon as reasonably possible.

27. **ACCEPTANCE OF TERMS BY SHIPMENT** - Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the proposal upon the terms and prices set forth herein.
28. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.
29. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
30. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this proposal and subsequent awards, City holiday closures are typically New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.)

Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally

scheduled time. Otherwise, the City may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

31. **EXTENSION** - Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
32. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
33. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
34. **METHOD OF AWARDING/QUOTING** - The City reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the City may consider your proposal non-responsive and reject the entire proposal.
35. **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.
36. **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Cedar Rapids in connection with a proposal or proposal, the submitting party recognized 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 proposal opportunity.