



**CEDAR RAPIDS**

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**City Of Five Seasons**

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

**Request for Proposal**

September 16, 2009

**AUTOMOTIVE PARTS PROGRAM  
Cedar Rapids Fleet Services Division**

Prepared by:  
City of Cedar Rapids  
Purchasing Services Division

**SECTION I**  
**NOTICE OF REQUEST FOR PROPOSALS**

1.0 Receipt and Opening of Proposals

1.0.1 All proposals must be received in a sealed envelope in City Hall (date and time stamped) by Tuesday, October 6, 2009 at 2:30 pm (our clock), Central Daylight Time, in order to be considered. City Hall is located at 3851 River Ridge Dr. NE, Cedar Rapids, Iowa. Proposals sent via facsimile or by e-mail will not be accepted. If a 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 – AUTOMOTIVE PARTS PROGRAM**' due on, **Tuesday, October 6, 2009 at 2:30 pm CDT**. Please submit one (1) original and three (3) copies of your proposal, plus one (1) electronic copy of your proposal in PDF format and one (1) in Microsoft Word format.

1.1 RFP Timeline

<b>Name of the Proposal</b>	Automotive Parts Program
<b>Date of Issuance</b>	September 16, 2009
<b>Pre-Proposal Meeting</b>	<b>MANDATORY</b> Wednesday, September 23, 2009 at 2:30 pm CDT Fleet Services 1010 First Street NW Cedar Rapids, Iowa
<b>Deadline for Questions</b>	Monday, September 28, 2009 at 2:30 pm CDT
<b>Deadline for Proposal Submittal</b>	Tuesday, October 6, 2009 at 2:30 pm CDT
<b>Submit Sealed Proposals to: Address <u>exactly</u> as stated→→→</b>	Sealed RFP – Automotive Parts Program Office of the City Clerk City Hall North 3851 River Ridge Dr. NE Cedar Rapids IA 52402
<b>Method of Submittal</b>	Mail or Overnight Delivery, In Person Fax or e-mail proposals <b>are not</b> acceptable
<b>Contact Person, Title</b>	Diane Rodenkirk, CPPB
<b>E-mail Address</b>	d.rodenkirk@cedar-rapids.org
<b>Phone/ Fax Numbers</b>	Phone: 319-286-5023 Fax: 319-286-5130

1.2 The City reserves the right to accept or reject any or all proposals and to waive any informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.

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

- 1.4 Proposals will be opened on Tuesday, October 6, 2009 at 2:30 pm CDT (our clock) in City Hall, 3851 River Ridge Dr. NE, Cedar Rapids. Only the names of companies who submitted proposals will be revealed. The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the awarded proposal(s).
- 1.5 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone. Proposals may be withdrawn anytime prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

## SECTION II INSTRUCTIONS TO PROPOSERS

- 2.0 **\*\*\*MANDATORY\*\*\*** Pre-Proposal Meeting  
In addition to the information contained in the Request for Bid, a **mandatory** pre-proposal meeting will be held on Wednesday, September 23, 2009 at 2:30 pm CDT at Fleet Services, 1010 First Street NW, Cedar Rapids, Iowa. The City is inviting all bidders to attend this meeting to examine the areas and equipment, ask specific questions and request clarifications on the specification portion of this proposal document. All interested bidders are required to attend in order to familiarize themselves with the systems and all conditions that may affect the time or cost of performance.
- 2.1 Wherever requested throughout this document, 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 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.
- 2.2 A Certificate of Insurance must be on file and approved by the City's Risk Manager before this contract can begin. All Companies are required to submit a Certificate of Insurance with the proposal. (See page 13, which details the exact requirements of the City).
- 2.3 This Request for Proposal does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
- 2.4 Proposers are encouraged to keep proposals concise and to the point, to include a table of contents, pages consecutively numbered in the right hand corner and each page should have a footer indicating the name of the Proposer. Proposals should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Elaborate brochures are not necessary.
- 2.5 Addenda - Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by Monday, September 28, 2009 at 2:30 pm CDT. FAX or E-MAIL all questions to Diane Rodenkirk (319/286-5130 or [d.rodenkirk@cedar-rapids.org](mailto:d.rodenkirk@cedar-rapids.org)). Any and all questions will be responded to in the form of written addenda to all Companies. 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 12). All Addenda will be posted on the City's website, <http://www.cedar-rapids.org/purchasing/bids.asp>. It is the Proposer's responsibility to check for addenda.
- 2.6 Important Exceptions to Contract Documents - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on the Signature Page. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
- 2.7 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification by reason of "non responsiveness".

## SECTION III SPECIAL TERMS AND CONDITIONS

- 3.0 Term of Contract
  - 3.0.1 The initial term of the contract shall be for one (1) year, anticipated to be November 1, 2009 through October 31, 2010.
  - 3.0.2 The City and the Contractor may renew the original contract for four (4) additional one-year time periods by mutual agreement. Thirty (30) to sixty (60) days notice must be given to renew the contract for additional increments.
  - 3.0.3 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 bidder shall also be incorporated by reference into the resulting agreement. Similar products and/or services may be added and pricing negotiated during the term of the contract.
  - 3.0.4 No change to the Contractor's discount structure will be allowed during the initial term of the contract. If there is a change in the manufacturer's price list, the Contractor shall submit the new dated list at least 30 days in advance of the effective date. Regardless of a change to the manufacturer's price list, the discount structure shall not change.
  
- 3.1 Agreement Forms
  - 3.1.1 If a Proposer intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this contract, the form must be submitted with the proposal for review by the City's legal counsel during the evaluation of proposals. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.
  - 3.1.2 Proposers are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses.
  - 3.1.3 If no agreement form is included with the proposal, no such form will be approved by the City during the evaluation or award processes, or following award of contract.
  
- 3.2 Term of Payment
  - 3.2.1 Services authorized under this contract shall be submitted on a bi-weekly invoice in the form of a statement bill that would be paid by MasterCard upon review by the Storekeeper. It is anticipated the turnaround time for review will be one (1) week.
  - 3.2.2 For accounting purposes, detailed schedules and supporting documentation apportioning the cost of time and/or materials under this contract shall be included with Contractor's statement. The schedules shall be presented in such detail, and backed up with supporting information in the format the City requests. Violation of this provision by Contractor shall constitute a material breach of this contract. Any schedule submitted may be utilized for payment requests only after it has been acknowledged, in writing, as acceptable by the City's Finance Department.
  - 3.2.4 If Contractor, or any of its subcontractors, exceeds the actual costs for any reason before the City is notified in writing; the City has the right, at its discretion, to deny reimbursement for that work.
  - 3.2.5 The City may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective parts, disputed items, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

- 3.3 Availability of Products - By signing this proposal, the Proposer is indicating that the items listed herein will be readily available to the City within a time period as stated in this document. Should the Proposer be unable to supply the product within the agreed time, the City reserves the right to purchase the item from any available source.
- 3.4 Contractor's Employees
- 3.4.1 Any person making deliveries to City facilities must be identifiable by uniform, proper identification and a marked vehicle. The Contractor shall only furnish employees who are competent and skilled for work under this contract.
- 3.4.2 If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.
- 3.4.3 The Contractor's Project Manager and other key personnel will have proven technical and managerial experience in the field of fleet management and parts procurement and supply.
- 3.5 Contract Administration
- The City Fleet Manager will be designated as the Contract Administrator, and will be authorized to act on behalf of the City in all matters relating to the agreement. The Contract Administrator will address any and all questions, which may arise as to quality, quantity, character, and classification of service performed by the Contractor. It is expected that this person will need to coordinate and work closely with the Contractor's management team in the execution of any agreement.
- 3.6 Delivery Schedule - For purposes of this quote 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.
- 3.6.1 The City would expect a thirty (30) minute order to delivery time on in-stock parts. Primary vendor will also be responsible for coordinating delivery of parts from the secondary vendor, or other suppliers.
- 3.6.2 FOB point in terms of loss or damage is destination.
- 3.7 Additions/Deletions of Service
- 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 this Agreement shall be valid unless made in writing and agreed to by both the City and the Contractor. The Contractor shall not commence any additional work or change the scope of the Services until authorized in writing by the City. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Contractor and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

## SECTION IV TECHNICAL INSTRUCTIONS AND REQUIREMENTS

- 4.0 The City of Cedar Rapids consolidated its various fleet maintenance and operation services and hired a Fleet Manager in the fall of 2007. In an effort to maximize efficiency, the vehicle repair parts inventory that has been dispersed throughout various City facilities is also being consolidated.

The City operates two (2) primary fleet maintenance facilities to support a large and diverse fleet of approximately 1000+ vehicles and associated fleet equipment. Heavy-duty parts and equipment will comprise approximately 60% of the volume, and light-duty parts and equipment 40%.

The City's Consolidated Fleet Garage is located at 1010 First Street NW. This garage is the main parts hub for the Police, Fire and Public Works garages. The Fleet Storekeeper at this garage will be responsible for ordering and ensuring delivery of repair parts to both garages. This facility operates using two shifts with hours from 7:00 am to 11:00 pm.

The City's Police Department Garage is located at 505 First Street SW. This garage has a limited supply of parts inventory directly related to daily repair activities. Operating hours are 7:00 am – 3:30 pm.

- 4.1 Scope: The City of Cedar Rapids desires to enter into an agreement with a highly-qualified professional auto parts provider that will provide process improvements through management innovations, techniques and technologies resulting in a first-class efficient, effective, customer-focused parts program.

The successful Contractor will become the City's parts supply partner, and will be required to provide all of the stated categories of repair parts and related supplies required for the proper maintenance and repair of the City's fleet vehicles and equipment for the life of the agreement. It is the City's goal to obtain maximum service at minimum operating cost and inventory investment.

The City of Cedar Rapids is requesting proposals from qualified Contractors that possess:

- (a) a high level of customer satisfaction
- (b) strong organizational structure and staffing; and
- (c) cost control and financial accountability.

### 4.2 Service Quality

4.2.1 The City relies on vehicles and equipment to provide municipal services, and the availability and reliability of the fleet is of the essence. The promptness in securing a repair part has a profound impact on how long a fleet asset is down for service.

4.2.2 As part of a Contractor's response to this solicitation, a detailed proposal of how parts and supplies will be delivered and received shall be presented. Non-stock parts in vendor inventory shall be delivered to the corresponding City garage location within 60 minutes of receipt of order. Non-stock parts not in vendor inventory shall be ordered immediately and anticipated delivery date and time communicated within one hour of order to the appropriate garage location. The City expects that a successful partnership will result in performance which consistently exceeds these standards, especially in critical areas such as the supply of preventative maintenance parts.

4.2.3 Contractor shall present a detailed proposal of the inventory plan for each of the garage facilities. In particular, propose how the stock of "general" repair parts would automatically be replenished on a regular basis, including a bar coding system.

4.2.4 After Hours Emergency Service: The Contractor shall submit how they would provide parts outside of normal working hours when the requirement exists. Examples of this would be parts needed during a storm, flood or blizzard.

#### 4.3 Product Quality

4.3.1 Parts used to maintain and repair the fleet will, at a minimum, meet or exceed the quality of the parts furnished originally for the equipment (OEM equivalent).

4.3.2 Rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances. If more than one grade of product is available that meets the requirements of this section, the Contractor should offer the grade that, in its opinion, offers the best value for the money using quality parts.

4.3.3 The City will determine as part of the proposal review process whether the products proposed to be supplied by the Contractor meet the City's quality requirements. If during the proposal review process or during the term of the contract it is determined that the product to be supplied does not meet the City's needs, the City reserves the right to require a specific substitute to be used. The City will specifically approve all product lines or changes to existing product lines before they are introduced for use.

4.3.4 The City reserves the right to purchase parts and other supplies that cannot be provided by the Contractor within the timeframes specified, or that do not meet original equipment quality, or that are deemed inferior or unacceptable by the City, or that may be purchased by the City at a price lower than the Contractor's price.

#### 4.4 Disposition of Existing Parts Inventories

The City and the successful Contractor will identify the quantity of saleable, non-saleable and obsolete inventory in each of the maintenance garages. The Contractor will credit any saleable inventory that is no longer needed by the City at the current purchase price. The Contractor and the City will agree upon the value of inventory deemed to be non-saleable or obsolete and the Contractor shall remove these items and issue a credit for the agreed upon price. Any alternate solution that you wish to propose would be considered.

#### 4.5 Pricing

4.5.1 "General" inventory product items are named product categories that will be provided in accordance with the price lists quoted (including the discount structure) in the Contractor's initial proposal submission. These price lists will be utilized throughout the agreement. The City will allow superseding price lists in the same series to take precedence when the manufacturer of the product issues them, however, the discount structure quoted will remain in effect for the life of the contract. A thirty (30) day notification of the price increase is required.

4.5.2 "Specialized" product items are all products not encompassed by the named product categories in this RFP. For example, radiator caps are included on the list of "general" inventory product items but a replacement radiator is not specifically listed and is, therefore, a "specialized" product by definition. A method for pricing of specialized product items must be identified by the Contractor and provided in accordance with the submittal requirements section of this RFP.

4.5.3 Consignment: The City would prefer that the "general" inventory items that are stocked on a regular basis by the Contractor be on a "consignment" basis. In other words, not billed to the City until they are removed from the inventory. In relation to consignment the City would like the awarded vendor to make shelf space available at their location for commonly use parts which the City cannot stock. Having critical parts on the shelf at the vendor instead of waiting for a part to come from a distribution center is important to the City.

4.5.4 Core Charges: The intent of this program is to develop a business partnership with one supplier for the majority of the City's automotive repair parts. The City is requesting that there are no core charges in the agreement. A Contractor charging for a core and

then crediting the core value at return only generates more paperwork for both parties. As support of this, the City agrees that all cores will be returned at the next parts delivery run. The Contractor will ensure that their delivery driver knows to retrieve the cores.

- 4.6 Material Safety Data Sheets: Contractors are advised that the City of Cedar Rapids requires proper labeling and Material Safety Data Sheets (MSDS) on all products covered by the Hazard Communication Standard 29 CFR 1910.1200. It is the Contractor's responsibility to determine which products are covered and to provide MSDS with the initial shipment and all subsequent shipments, if applicable. It is also the Contractor's responsibility to provide any updates or revisions of MSDS, as they may become available for any products sold and delivered to the City of Cedar Rapids.
- 4.7 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 bidders will offer expertise on conformance of regulations applying to the products they sell. Failure to assist the City of Cedar Rapids in this area may be just cause for rejection. The City would like the vendor to provide “green” parts solutions where such can be accomplished without sacrificing quality or warranty.
- 4.8 Warranty Requirements: Notwithstanding inspection and acceptance by the City, parts and supplies furnished under this agreement or any provision of this agreement will be warranted by the Contractor for sixty (60) days, or the length of time of any warranty and guarantee given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance by the City. The Contractor must guarantee that all items purchased for equipment repair and maintenance applications will fit the intended application. The Contractor shall provide on-site replacement for defective, inferior or non-fit items. The Contractor will outline in detail, as part of its proposal, its method of tracking and monitoring part issues for warranty eligibility.
- 4.9 Electronic Requirements: Vendor will provide the City access to the store location or distribution center inventory through an internet connection. The City has the AssetWorks Fleet Management Software (FMS) and will be providing electronic orders and full electronic inventory management. The awarded vendor must have a means to support and partner with this plan. This may include electronically, (e-mail), receiving replenishment reports with garage and shelf location and it would be the vendor's responsibility to fill and stock that order.

## SECTION V METHOD OF EVALUATION

- 5.0 Contract Award - Any contract award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.
  - 5.0.1 Award of contract shall be made to the most responsible and responsive proposal from a Company whose proposal offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City may select a Proposer based on an “all or none” proposal, on individual responses, or as is otherwise deemed to be in the best interest of the City.
  - 5.0.2 The process of awarding the Contract shall be as follows:
    - 5.0.2.1 The evaluation team shall determine which Proposer has submitted the most responsive and responsible proposal using the criteria set forth below, and make its recommendation to the City Council.
    - 5.0.2.2 The City Council shall consider a resolution awarding the contract and authorizing the City Manager to sign the Letter of Agreement 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 contract and authorizing the City Manager to sign the Letter of Agreement.
    - 5.0.2.3 The City Manager executes the Letter of Agreement.
    - 5.0.2.4 The City issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the work.
- 5.1 Proposal Evaluation Criteria - In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal.
  - 5.1.1 Qualifications and Experience
    - 5.1.1.1 Positive feedback from references
    - 5.1.1.2 Knowledge and experience with providing similar programs – proven track record
    - 5.1.1.3 Technical support offered
    - 5.1.1.4 Financial responsibility/stability
  - 5.1.2 Cost
  - 5.1.3 Company Responsiveness to RFP
    - 5.1.3.1 Total scope of services offered
    - 5.1.3.2 Responses to overall proposal and compliance with submission guidelines
    - 5.1.3.3 Transition Plan
    - 5.1.3.4 Proposal presentation (completeness, organization, appearance, etc.)
    - 5.1.3.5 Customer value added services and approach
- 5.2 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.
- 5.3 Financial terms will not be the sole determining factor in the award. To determine the award the City will use a proposal evaluation method that will enable them to award a contract to the Proposer offering services and experience that represents the best overall value to the City.
- 5.4 Proposal Evaluation Procedures - Proposals will be evaluated individually by a Proposal Evaluation Team (hereinafter referred to as the Team) using the “Proposal Evaluation Criteria” as listed above.
  - 5.4.1 Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the City’s requirements. Each prospective

company is assured that any proposal submitted will be evaluated independently using the best available information and without any forgone conclusions.

5.4.2 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.

5.4.3 The Team may arrange demonstrations and/or conference calls with representatives of the companies whose proposals are deemed to be within the "competitive range." The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value. In addition, each Proposer deemed to be within the competitive range may be invited to submit a "best and final offer" if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation.

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

#### DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL

1. Certificate of Insurance – Pages 13
2. Signature Page – Page 12
3. Proposal Organization – Attachment A
4. Non-Collusion Statement Submittal Form – Attachment A
5. Non-Discrimination Submittal Form – Attachment A
6. General Company Information – Attachment B

**SECTION VII  
SIGNATURE PAGE**

The undersigned bidder, 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: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_ Title: \_\_\_\_\_

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

Date: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_

**EXCEPTIONS/DEVIATIONS** to this Request for Bid 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.

\_\_\_\_\_

\_\_\_\_\_

**GENERAL INFORMATION**

- FOB point in terms of loss or damage is destination.
- Freight and/or delivery charges are to be included in the price of the goods.

**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 Bidder's responsibility to check for issuance of any addenda}**

The authorized representative 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 state the discount and terms: \_\_\_\_\_ % \_\_\_\_\_ days

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

## SECTION VIII INSURANCE REQUIREMENTS

### **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 risks 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. **Auto 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, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance. This provision does not apply to professional liability insurance and 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. List the Auto Parts Program as the scope of work the certificate covers.
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 Division  
3851 River Ridge Dr NE  
Cedar Rapids IA 52402
4. Certificates may be sent by e-mail, fax (319-286-5130), mail or delivery to the attention of Diane Rodenkirk. A certificate of insurance must be provided to the CITY prior to the execution of this Agreement.
5. During the term of the Agreement, VENDOR shall provide the CITY with renewal certificates of insurance 20 days prior to policy expiration dates.

## SECTION IX 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.