

DATE: December 2, 2015



CITY OF IOWA CITY
410 East Washington Street
Iowa City, Iowa 52240-1826
(319) 356-5000
(319) 356-5009 FAX
www.icgov.org

REQUEST FOR PROPOSAL:

**#16-108, ENGINE REMOVAL AND REPLACEMENT SERVICES
FOR THE CITY OF IOWA CITY TRANSPORTATION AND
RESOURCE MANAGEMENT DEPARTMENT**

NOTICE TO PROPOSERS: Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

ADDRESS PROPOSALS TO: Attention of the City Clerk’s Office, City Hall, 410 E. Washington St., RM 140, Iowa City, IA 52240-1826. Proposals shall be sealed and clearly marked on the front **“Engine Removal and Replacement Services for the City of Iowa City Transportation and Resource Management Department Director Department, RFP #16-108.”**

FAXED and E-Mailed Proposals will not be accepted.

QUESTIONS: All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative. In order to receive a response they must be in written form and be submitted via e-mail no later than **December 10, 2015, 5:00 p.m. (CST)**.

June Nasby, Buyer II
june-nasby@iowa-city.org
(319) 356-5076

No other City Representative should be contacted regarding this Request for Proposal. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (Central Time), December 16, 2015.

Proposers shall submit four (4) copies of their proposal. One (1) original marked **“ORIGINAL,”** and three (3) copies marked **“Copy 1”, “Copy 2” and “Copy 3”** (each copy shall be complete with all supporting documentation).

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.

NO CONTACT POLICY. All questions regarding this Request for Proposal must be in written form and must be submitted to the Purchasing Division, as stated above. After the date and time established for receipt of proposals by the City, any contact initiated by the proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

BONDS AND INSURANCE: Insurance is required, as specified in Section IV.
No bid security or performance bond is required.

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SECTION I. SUBMITTAL PACKAGE CHECKLIST

Review the following checklist to make sure the contents listed below are included in all four (4) copies of your company’s proposal.

The required sections and specific content must be organized in the submitted proposal as they are listed below.

_____ **Section 1 – References**

Provide a list of at least three (3) references from businesses that have had engine removal and replacement services performed by your company similar in scope to the work required for this contract. Include the name of the business, contact name, title of contact, phone number, type of services performed for the business, and years that your company has been working with the business.

References from the vendor must include agencies other than the City of Iowa City

Complete form provided in Section V.

_____ **Section 2 – Pricing Sheet and Company Information Form**

Completed and signed Pricing Sheet and Company Information form. Responses must include prices for the specified goods and services included in the RFP, as well as any additional goods and services that are to be provided by the respondent. Costs must include all costs related to providing the goods and services required by the City, as set forth in the RFP, so that the City can fully evaluate the respondent’s proposal. The City is not responsible for the proposer’s failure to provide information and pricing on required items for any costs associated with engine removal and replacement services. In this instance the prices submitted will prevail as the proposal price for all required goods and services.

Complete form provided in Section VI. – If additional space is required for pricing, attach a detailed parts listing of the good and/or service and associated costs specified.

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL

A. SCOPE OF WORK:

The City of Iowa City is soliciting proposals from qualified businesses to provide engine removal and replacement with Cummins ReCon Engines for the City of Iowa City Transportation and Resource Management Department Fleet of 40' Gillig High and Low Floor vehicles when required, per the terms, conditions, and specifications of this Request for Proposal document.

It is the intent of the City that the vendor pick-up all vehicles at the City site and return them to the City's site upon completion of the work. Once the City requests an estimate, the vendor, shall have twenty-four (24) hours to provide an estimate for the required services. After receiving approval from the City to proceed with the services, the vendor will be required to begin the repairs within two (2) days of receiving all materials and parts. A completed vehicle shall be returned to the designated location either the same day of or the next business day following the completion of work. The City reserves the right to deliver and pick up the vehicles if it is deemed to be in the best interests of the City.

B. BACKGROUND INFORMATION:

In past years, the City of Iowa City's Transportation and Resource Management Department has been responsible for completing the majority of the work and repairs for the City's Transportation and Resource Management vehicles. The following provides proposers with the number of and example of the number of engines, year of the engines, Type of engine and serial numbers of the current Fleet. The numbers provided below are for informational purposes only; the City does not guarantee the dollar value of the contract or the number engine removal and replacements that will be required for the contract.

Ten (10) 1997- ISM ESN 34851062

One (1) 2000 - ISM ESN 35017790

Six (6) 2007 - ISM ESN 35196809

Six (6) 2010 -ISL ESN 73065719

Two (2) 2012 -ISL ESN 73453154

C. CONTRACT TERM:

- 1) This contract will commence around shortly after January 1, 2016 ; the official contract start date will be designated as the date stated on the issued Purchase Order. The initial contract term will be for one year. This contract may be renewed for four (4) additional one (1) year periods upon mutual consent of the both parties.
- 2) Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Agent ninety (90) days prior to the contract start date. The City reserves the right to accept or reject price increase, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract. Renewal may also be based on satisfactory annual performance evaluations conducted by the City of Iowa City.

Under no circumstances will the increase exceed 5% of the original hourly rates as proposed.

D. EXTENSIBILITY LANGUAGE:

Upon request, the results of this Request for Proposal may be extended to any other City of Iowa City department. In addition, the opportunity to purchase from this Request for Proposal may be extended to the Board of Regents Institutions and any of the State's municipalities and agencies, counties, institutions of higher education, Iowa intergovernmental agencies, and local school districts that do not rely upon the University of Iowa for funding, for formulation of Agreements if they should so choose. Any such usage must be in accordance with the policies of the respective entity and with the approval of the awarded vendor. 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 procurements.

E. PROPOSAL REQUIREMENTS:

- 1) The proposer is responsible for all costs related to the preparation of this proposal.
- 2) The format of the vendor's proposal must be consistent with the format of the specifications listed.
- 3) The submission of a proposal by a vendor implies the vendor's acceptance of the terms and conditions herein, unless otherwise stated.
- 4) At the time of the submission, it will be assumed that each proposer has read and is thoroughly familiar with the contract documents and the requirements of the contract. The failure or omission of a vendor to examine any document shall in no way relieve the vendor from any obligation in respect to its proposal.
- 5) All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
- 6) Any costs associated with engine removal and replacement services not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges bid herein.
- 7) All proposers must have experience and references in providing the services required for this contract.
- 8) The City reserves the right to tour the proposer's facility before the contract is awarded.
- 9) Each specification herein stands alone and will be evaluated on its own merits in terms of meeting specifications, terms and conditions, pricing, delivery schedule and overall responsiveness to the Request for Proposal.
- 10) Responses may be rejected if the proposer fails to perform any of the following:
 - a) To adhere to one or more of the provisions established in this Request for Proposal
 - b) To demonstrate competence, experience, and ability to provide the commodities and services described in this Request for Proposal
 - c) To respond to a written request for clarification or additional information, and complete all required forms

F. CONTRACT NEGOTIATIONS:

The City of Iowa City reserves the right to negotiate specifications and terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Request for Proposal. The City of Iowa City may require the Request for Proposal and the proposer's entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the City of Iowa City as contractually binding on the successful proposer.

G. CONTRACT AWARD:

- 1) The vendor's proposal must be complete to be considered for award. The items listed on page two (2) Proposal Requirements Checklist must be completed and submitted with the vendor's proposal in order to be considered for award.
- 2) The City reserves the right to qualify, accept, or reject any or all proposals as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
- 3) The City of Iowa City reserves the right to negotiate with more than one potential proposer after the submission of all proposals. The City of Iowa City reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.
- 4) It is the City's intent to make an award within one hundred twenty (120) working days of the proposal due date.
- 5) Award, if made, will be in accordance with the terms and conditions herein.
- 6) Award, if made, shall be in the form of a Purchase Order. The Purchase Order will cover all work performed during the initial contract term. **The awarded vendor must receive written approval from the Transportation and Resource Management Department Director, which in order to proceed with all services. Verbal performance requests shall not be accepted.**
- 7) The City reserves the right to procure engine replacement services from other vendors should a need arise for supplies or services which are not available; the City reserves the right to secure services from other sources to meet its immediate needs without prejudice to the contract.
- 8) Consideration may be given to, but not limited to, the vendor's facilities and capabilities to perform the required work, adherence to specifications, company history and references, discounts and pricing, past experience of the City with the vendor.
- 9) The awarded vendor will be given the City's contract compliance document to complete and return before the issuance of a Purchase Order.
- 10) The awarded vendor will be required to submit a current certificate of insurance prior to commencement of work.

The certificate of insurance shall include the following items:

- The City of Iowa City will be named as additional insured
- Project proposal number and project title as the description
- Insurance carrier will be rated as A or better by A.M. Best

H. EVALUATION PROCESS:

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of

the proposer. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's requirements. The following table lists the maximum points associated with each category.

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions, pricing, installation schedule, and overall responsiveness to the Request for Proposal.

“Vendor submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”

<u>EVALUATION CRITERIA</u>	<u>ASSIGNED POINTS</u>
Proposer's Facilities and Capabilities to Perform the Required Work	40
Company History/Customer Satisfaction/References	30
Pricing	<u>30</u>
Total	100

The above conditions and instructions clarify this specific proposal document, but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS (Section IV).

SECTION III. SPECIFICATIONS AND REQUIREMENTS

The awarded vendor will be responsible for furnishing all labor, equipment, and supervision to provide engine removal and replacement services in accordance with the following specifications and requirements.

A. FACILITIES, EQUIPMENT AND SUBCONTRACTORS

- 1) The vendor must have complete facilities or access to complete facilities for the following services:
Engine removal and replacement with a Cummins ReCon engine on 40' Gillig High and Low Floor Transportation and Resource Management Department Director Coaches.
- 2) All equipment required to perform the services must be in first-class condition.
- 3) All City vehicles to be repaired under this contract must be stored off street. The area must be able to hold a minimum of Two (2) 40' Gillig Transit Coaches.
- 4) The awarded vendor is responsible for all work performed by subcontractors.

B. NUMBER OF VEHICLES

- 1) It is estimated that the City may send up to Two (2) vehicles to a shop at any one time; however the City reserves the right to send vehicles up to the limit of the vendor's quoted capacity (Section VI. Pricing Sheet and Company Information).

C. ESTIMATES AND PRICING

- 1) The vendor is responsible for the pick-up and return delivery of all vehicles. The City reserves the right to deliver and pick-up vehicles, depending on available personnel. The vendor also accepts full liability and responsibility of all vehicles in their possession.
- 2) A "cost free" written estimate must be prepared and faxed or e-mailed (scanned) to the Transportation and Resource Management Department for all repairs.
- 3) The written estimate must be clear and legible and include the following: City unit number, VIN number, start and completion times, labor hours and price per hour, and an itemized listing of replacement repair part. Estimates must include all fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc.
- 4) All estimates shall be completed and available for review within 24 hours of the City contacting the vendor for an estimate.
- 5) All estimates shall be complete and include all parts and charges with exception of any open sections, that being "hidden" damage which may not be obvious until repairs are initiated
- 6) Hourly costs for the contract must include all direct labor, indirect labor, materials and supplies allowance for overhead, profit, transportation, and all other costs and expenses except for parts pricing.
- 7) No charges, such as miscellaneous shop charges, environmental charges, fees, etc. will be paid by the City if not listed in the vendor's proposed pricing (Section VI. Pricing Sheet and Company

Information). Any additional charges listed in the vendor's proposal will be taken into consideration as part of the award evaluation.

- 8) The City will provide towing services if required in accordance with the City's towing contract.
- 9) Written approval must be received from the Transportation and Resource Management Department before proceeding with any engine replacement work.
- 10) The invoice/work order for any engine replacement shall only be signed by the Transportation and Resource Management Department Supervisor, after comparison of the original estimate.

D. VARIANCES OF ESTIMATES

- 1) The vendor shall be responsible for obtaining written approval from the City's Transportation and Resource Management Department Director prior to undertaking any work not included in the original estimate. 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 Proposer. The City reserves the right to verify if the repairs are required. Proposer shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the vendor and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
- 2) If the vendor is able to fix a part and use it instead of using a new part which was included in the estimate, the awarded vendor shall notify the Transportation and Resource Management Department Director's, and amend the estimate to reflect a reduction in price.

E. COMPLETION OF WORK

- 1) Upon **written approval from the** Transportation and Resource Management Department Director's to proceed with work on a vehicle, the awarded vendor must proceed with due diligence to complete work within the time period specified in the written estimate. Unforeseen delays must immediately be reported to the City's Transportation and Resource Management Department. Failure to meet specified completion periods may be cause for withholding of additional work or cancellation of the contract by the Purchasing Agent at his/her sole discretion. A completed vehicle shall be returned to the designated location either the same day or the next business day following the completion of work. The City reserves the right to deliver and pick up the vehicles if it is deemed to be in the best interests of the City.

F. INSPECTION OF WORK

- 1) All completed work shall be inspected by a representative from the City's Transportation and Resource Management Department prior to approval of payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the City and must be assumed by the awarded vendor.

G. PARTS AND WARRANTY OF WORK PERFORMED

- 1) All replacement Engines used shall be Cummins Recon remanufactured. If Cummins ReCon replacement Engines are no longer available or a suitable replacement is available at no extra cost, the vendor must contact the Transportation and Resource Management Department Director for approval of substitute replacement repair engines.

- 2) The City shall supply at its option, any accessory parts required for repair on a vehicle.
- 3) All work performed shall be subject to a repair warranty of no less than one (1) year against defects in material and workmanship. All repair parts shall have the standard manufacturer's warranty for the part enforced. During the warranty period, there shall be no additional charges to the City for labor or parts on the specified equipment repaired. Defective or failed parts shall be replaced at no cost to the City during this period.

H. INVOICES AND PAYMENT PROVISIONS

- 1) The awarded vendor will invoice the Transportation and Resource Management Department within seven (7) days of the vehicle being returned to the City after completion of work.
- 2) The City will pay the awarded vendor directly for all services that have been subcontracted; it's the awarded vendor's responsibility to make payment to the subcontractor.
- 3) Payment shall be made within thirty (30) calendar days from receipt of itemized invoice and full acceptance by the City. Before the City will pay any invoice, the invoice must include the purchase order number, the City's unit number, the VIN number of the vehicle, a detailed description of the services performed, the number of labor hours, unit price for labor, total price for parts and labor, and any other pertinent information. Submit invoice to:

Transportation and Resource Management Department
City of Iowa City
410 East Washington St.
Iowa City, Iowa 52240

- 4) Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.
- 5) Periodically during the contract period, replacement repair parts invoiced shall be verified for compliance with the terms, conditions, and specifications of this Request for Proposal document.
- 6) Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.
- 7) The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

SECTION IV.
CITY OF IOWA CITY – PURCHASING DIVISION
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

The general rules and conditions which follow apply to all proposals issued by the City unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.

REQUEST FOR PROPOSAL (RFP): is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is **NOT** a bid and is not governed by state or federal bidding requirements.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the Proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

A. CONDITIONS FOR PROPOSING

1. **NO CONTACT POLICY.** After the date and time established for receipt of proposals by the City, any contact initiated by the Proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.
2. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office
City of Iowa City
410 E. Washington St., RM 140
Iowa City, Iowa 52240-1826
4. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received

after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.

5. RECEIPT OF PROPOSALS. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.
6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. TRADE SECRETS OR PROPRIETY INFORMATION. The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.
8. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. COLLUSIVE PROPOSING. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. OFFICERS NOT TO BENEFIT. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. EQUAL EMPLOYMENT OPPORTUNITY. All Proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.

B. BONDS AND INSURANCE

1. **BID SECURITY.** When required, no bid shall be considered unless accompanied by either of the following forms of bid security:
 - a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
 - b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

The bid security shall be made payable to the TREASURER OF THE CITY OF IOWA CITY, IOWA, and shall be forfeited to the City of Iowa City as liquidated damages in the event the successful Proposer fails to enter into a contract within fourteen (14) calendar days and, when required, post bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the provisions of the bid documents and other contract documents. The amount of the check, draft or bond shall not constitute a limitation upon the right of the City of Iowa City, Iowa, to recover for the full amount of such damage.

Security deposits of the lowest two (2) or more Proposers may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. **PERFORMANCE BOND.** When required, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.
3. **INSURANCE REQUIREMENTS.** When required, the successful Proposer shall provide insurance as follows:
 - a. Certificate of Insurance; Cancellation or Modification
 1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
 2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
 3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
 4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.
 - b. **Minimum Coverage**

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements

Informal Project Specs: Class I (under \$1M)

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor's Insurance carrier be "A" rated or better by A.M. Best.

C. SPECIFICATIONS

1. **FORMAL SPECIFICATIONS.** The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the Proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. **PROPOSED ALTERNATE.** When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by the City unless the Proposer specifically proposes an alternate. In bidding on a proposed alternate, the Proposer shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website:
<http://www.icgov.org/default/apps/equipment/commodities.asp>

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. It is the Proposer's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

D. SELECTION OF FIRM

1. **REJECTION OF PROPOSALS.** The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

2. **SELECTION.** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
 - The quality, availability, adaptability and life cycle costing of the commodities and/or service.
 - Guarantees and warranties.
 - Ability, capacity and skill to provide the commodities and/or service required within the specified time.
 - Ability to provide future maintenance and service.
 - Character, integrity, reputation, experience and efficiency.
 - Quality of performance of previous and/or existing contracts.
 - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
 - Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
 - If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
 - Such other relevant information as may be secured by the City.
 - Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award.

3. **CORRECTIONS TO SUBMITTED PROPOSALS.** Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.

4. **PRICING REQUIREMENTS.** All pricing submitted by the Proposer shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).

5. PRESENTATIONS. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

Formal presentations will be scored and evaluated by a committee. The evaluation committee will make a recommendation to the City Manager and if required, to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

6. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

E. GENERAL CONTRACT PROVISIONS

1. CONTRACT AWARD. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.
2. INSURANCE. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. AVAILABILITY OF FUNDS. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.
4. CHANGE IN LAWS: In the event of a change in law that frustrates the goals of the City relative to this contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.
5. CONTRACT ALTERATIONS. 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 Proposer. The Proposer shall not commence any additional work or change the scope of the Service until authorized in writing by the City. Proposer shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Proposer and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
6. SUBLETTING OF CONTRACT. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.

7. **CONTRACT PERIOD.** Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
 - a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
 - b. Terminated due to default, as described below.

8. **DEFAULT.** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

If the Contract is terminated, an award may then be made to the next qualified Proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.

9. **DELIVERY FAILURES.** Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.

10. **FORCE MAJEURE.** The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.

11. **INDEMNITY.** The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this

contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
 - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.
12. **ANTI-DISCRIMINATION.** Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.
13. **CHOICE OF LAW AND FORUM.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in the Iowa District Court in and for Johnson County, Iowa City, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation immunity in State or Federal court, which may be available to the City.

F. PAYMENT PROVISIONS

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.
2. **INVOICING.** Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice to:
Transportation and Resource Management Department
City of Iowa City
410 East Washington St.
Iowa City, Iowa 52240
3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.

4. TAXES. The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

SECTION V. REFERENCES

Provide a list of at least three (3) references from businesses that have had engine removal and replacement services performed by your company similar in scope to the work required for this contract. Include the name of the business, contact name, title of contact, phone number, type of services performed for the business, and years that your company has been working with the business.

This form must be included with the vendor's proposal.

- 1.) Company Name: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____
Type of Work: _____
Years working with company: _____

- 2.) Company Name: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____
Type of Work: _____
Years working with company: _____

- 3.) Company Name: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____
Type of Work: _____
Years working with company: _____

Note: The City of Iowa City will not be accepted as a reference.

SECTION VI. PRICING SHEET AND COMPANY INFORMATION

This form must be included with the vendor's proposal.

Any costs associated with engine removal and replacement services not specifically set forth in this Request for Proposal must be included in the fees and charges proposed by the vendor. Any pricing exclusions will be the responsibility of the vendor.

A. CONTRACT PRICING

- 1) Hourly labor rate for work \$ _____/hour
- 2) Hourly labor rate for repair work \$ _____/hour
- 3) Towing - flat fee per vehicle round trip \$ _____
- 4) State % off list cost for parts _____

B. CAPACITY

State the capacity, in number of vehicles, that your business can accept for repair at any one time. The number specified must be at least two (2).

CAPACITY _____ Vehicles

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. If you state no exceptions, you may not add your company's terms and conditions or any other documents to your submitted bid or any submittals after the bid due date.**

PROHIBITED INTEREST: Identify any relationship that has existed, or presently exists with the City of Iowa City and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. **If no relationship has existed or does not presently exist, this statement must be made in the space provided below. Companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City.**

LIENS: List any and all liens or unsatisfied judgments presently existing against your company. If your company has no liens or unsatisfied judgments you must state this, also.

Designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name: _____

Phone Number: _____

E-mail Address: _____

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to provide the required labor, services, materials, and equipment to perform the work as described in the proposal documents and to do all work at the prices set forth within.

The undersigned proposer certifies that this proposal is made in good faith and without collusion and connection with any person or persons bidding on the project.

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the RFP prepared by the City of Iowa City, the City's document shall prevail.

Name of Firm: _____

Name and Title of Representative: _____

Authorized Signature: _____

Address: _____

Date: _____

Phone: _____

E-Mail Address: _____