

City of Des Moines
FINANCE DEPARTMENT - PROCUREMENT DIVISION
 City Hall, 400 Robert D. Ray Drive
 Des Moines, IA 50309-1091
 515-283-4228

SHORT FORM AGREEMENT		Contract No. <u>N20-83</u>
Contractor	Department	
Crow Tow 826 SE 21 st Street Des Moines, IA 50317	Des Moines Police Department 25 East First Street Des Moines, IA 50309	
CONTRACT PERIOD - Effective: February 29, 2020	Terminates: February 28, 2023	
Annual Cost N/A (if fixed, otherwise state)	Payable (Quarterly, Monthly, Annually, etc.)	

DESCRIPTION OF ITEMS CONTRACTED

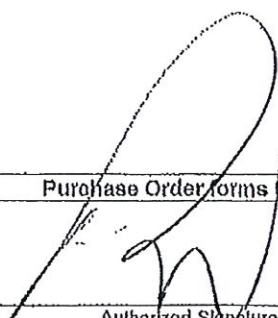
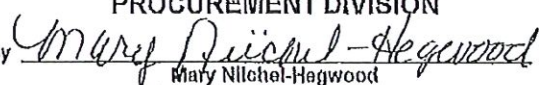
Towing and Storage Services of Impounded vehicles in accordance with the specifications, terms and conditions of Request for Bid #N20-83 and contractor's response dated December 12, 2019 on file in the Finance Department, Procurement Division.

City charges and vehicle owner charges as per the attached price sheet. No additional charges shall apply to the contract.

Contact Person: Randy Crow
 Email: randycrow@msn.com
 Telephone: 515-276-9869
 FAX: 515-265-3090

Roll Call # 20-0095

Purchase Order forms to show reference to above Contract Agreement Number

<p>Contractor</p> <div style="text-align: center;">  Authorized Signature </div>	<p style="text-align: center;">FINANCE DEPARTMENT PROCUREMENT DIVISION</p> <p>By  Mary Nichel-Hagwood Procurement Administrator</p>
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Impound Towing and Storage Pricing Worksheet for city wide services:

POLICE IMPOUND AND VEHICLE STORAGE PRICE WORKSHEET

	PERMISSIBLE CHARGES	DOLLAR CHARGE
LINE 1	NORMAL IMPOUND TO INCLUDE: UNLOCK, WINCH, UNHOOK LINKAGE, TOW, FLATBED, SECURE, CLEAN ROADWAY, USE OF STANDARD OR SPECIAL EQUIPMENT, LABOR FOR FIRST 30 MINUTES WORKING ON SCENE, ETC.	\$18.93
LINE 2	DAILY CHARGE FOR STORING VEHICLE OUTDOORS OR INDOORS UP TO 24 HOURS	\$4.91
LINE 3	DAILY CHARGE FOR VEHICLES HELD FOR <i>LONG-TERM STORAGE</i>	\$1
LINE 4	WITH POLICE VERIFICATION, THE RELEASE OF A VEHICLE AT SCENE AFTER IT HAS BEEN FULLY ATTACHED AND LOADED BY TOW OPERATOR	\$0
LINE 5	MOVE OR RELOCATE VEHICLES TO NEARBY LOT, AS OCCURS FOR FARMERS' MARKET, ROAD RACES, ETC. (COST PER ¼ HOUR, WHILE PHYSICALLY RELOCATING VEHICLES)	\$25.00
LINE 6	TOW SEMI-TRUCK OR COMPARABLE (PER ¼ HOUR – DEPARTING SHOP TO RETURN)	\$25.00
LINE 7	TOW SEMI-TRAILER OR COMPARABLE (PER ¼ HOUR – DEPARTING SHOP TO RETURN)	\$25.00
LINE 8	EMERGENCY UNLOCK UNRELATED TO IMPOUND (I.E. KEYS, ANIMAL LOCKED INSIDE)	\$18.93
LINE 9	WINCH VEHICLE UNRELATED TO IMPOUND (PER ¼ HOUR WHILE PERFORMING TASK)	\$39.95
LINE 10	WITH POLICE VERIFICATION, LABOR IN EXCESS OF 30 MINUTES ON SCENE – I.E. REMOVING FROM WATER (PER ¼ HOUR WHILE PERFORMING TASK)	\$35.04

AMENDMENT TO SHORT-FORM AGREEMENT

CONTRACT NO. N20-83

CROW'S AUTO SERVICES, INC.

TOWING & STORAGE OF IMPOUND VEHICLES

THIS AMENDMENT is made as of March 20, 2020, to the Short Form Agreement for Contract N20-83 (the "Agreement") by and between Crow's Auto Service, Inc. ("Contractor") and the City of Des Moines, Iowa ("City").

NOW, THEREFORE, in consideration of the mutual agreement contained herein, the Agreement is amended by the Contractor and City as follows:

1. The specifications, terms and conditions of Bid Specifications 20-83 will remain in effect.
2. Section 5.0 Contractors Service Requirements 5.10, concerning hours of service is adjusted as follows until further notice of the Chief of Police. Upon written notice to Contractor the hours of service will revert back to the Current hours of service.

Current: 5.0 Contractors Service Requirements

5.10 The chosen contractor shall provide access and vehicle release opportunities to the general public during the hours of 6 am to 10 pm, Monday through Friday. Weekends and holidays shall be from 8 am to 4 pm. On the presentation of a release form and final service payment, the contractor shall deliver the vehicle to its authorized owner within 15 minutes.

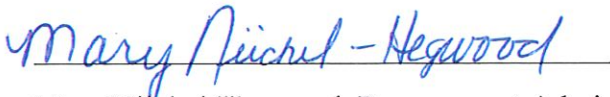
CHANGE: 5.0 Contractors Service Requirements

5.10 The chosen contractor shall provide access and vehicle release opportunities to the general public during the hours of 7 am to 7 pm, Monday through Friday. Weekends and holidays shall be from 8 am to 4 pm. On the presentation of a release form and final service payment, the contractor shall deliver the vehicle to its authorized owner within 15 minutes.

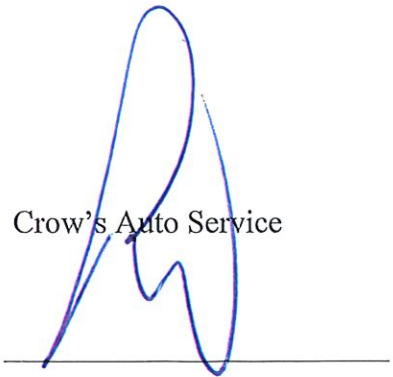
AGREED:

City of Des Moines, Iowa

Crow's Auto Service



Mary Nichel-Hegwood, Procurement Administrator



Randy Crow

Section 1 – Bid Submittal Requirements

The vendor must submit 2 copies of their bid and it must be organized as follows:

1. Provide a common location, a description, and photographs for all sale and storage lots.
2. Provide a site plan, sketch or photos of all areas to be utilized as storage space for the City of Des Moines. This must include both indoor and outdoor storage.
3. Provide a map indicating the location of the nearest public transportation pickup/drop-off point from their vehicle storage and retrieval lot (facility) and identify the distance between them.
4. Provide documentation of ownership, lease, or options on property, vehicles and equipment.
5. Provide a list of personnel the contractor will provide to the City to accomplish the final contract.
6. Submit a copy of their applicable “Certificate of Occupancy” verifying their company’s compliance to the city zoning laws and regulations as a towing and storage facility. Compliance of zoning statutes shall include a conforming or legal non-conforming status. Any parcel of the contractor’s property, or property on option, not conforming to the cities towing and storage regulations will not be considered acceptable. Failure to provide a “Certificate of Occupancy” shall be sufficient grounds for the rejection of the entire bid. It is anticipated, due to the volume of vehicles impounded, that the contractor shall have stored on their property two or more inoperable vehicles. As a result, the contractor will require a City of Des Moines Salvage Certificate.

Provide a minimum of three references from governmental agencies or businesses for whom your company has provided comparable service. Include Agency Name, Agency Address, Agency Contact, Title of Contact, and Phone Number. *The City of Des Moines cannot be used as a reference.*

7. Provide a copy of your company’s insurance that complies with the requirements set forth in this Request for Bid document.
8. Complete and sign the Pricing and Company Information Form (**Complete and submit form included in Section 6**). The City is not responsible for the bidder’s failure to provide information and pricing on required items. In this instance the prices submitted will prevail as the bid price for all expenses required to perform this contract.
9. Complete and submit the following documents included in Section 6:
 - Attachment 1 - Non-Collusion Affidavit
 - Attachment 3 - Certification of Bidder’s Insurance Agent Regarding Bidder’s Liability to Obtain Required Insurance

Note: The vendor’s bid must include the items listed above and must be sealed at submission time. Failure on the vendor’s part to submit a **sealed bid and a complete bid** may be cause for rejection of the vendor’s bid.

Section 2 – Specific Conditions and Instructions to this Request for Bid

A. Scope of Work:

The City of Des Moines is seeking bids from qualified Contractors to provide Towing and Storage Services for the Police Department per the terms, conditions, and specifications of this Request for Bid document. Bidders interested in submitting a bid must be able to provide proof of being in business for a minimum of two (2) years and have at least two years of experience in commercial towing operations. In addition, the business must have an adequate number of experienced staff to perform the requirements of this contract.

In the last three years, the number of police impounds have averaged over 5,400:

2018	5187
2017	5703
2016	5381
2015	4624
2014	4722

B. Service Definitions:

1. Police Impound: Vehicle towed upon request of police employees typically for violating traffic, parking or criminal law or safekeeping, evidence preservation, etc.
2. Vehicle Storage: Secure indoor and outdoor space where the contractor keeps vehicles until released or disposed of. The length of stay varies.
3. Private Citizen Tow Initiated by Police: Tow request by a police employee on behalf of vehicle operator who does not have a preferred tow company, but requests an urgent tow following an accident, mechanical failure, etc.

C. Contract Term:

1. The term of this contract will be for 36 months with the option to renew for one additional 36-month period upon mutual consent by the City and the contractor. No price escalation will be allowed during the initial term of the contract.
2. The City reserves the sole right to suspend or terminate the contract if the Contractor fails to comply with the contract specifications.
3. Prior to any such contract extension, the Contractor may request an increase in fees listed in Section 6. Contract pricing for the final term shall not exceed the averaged increase in the Consumer Price Index (Midwest) over the initial 3-year contract period. Fees for vehicle impound and storage may not exceed the state reimbursement maximum. The request must be made in writing to the Procurement Administrator and is subject to approval by the City Manager 120 days prior to expiration date.

D. Bidding Requirements:

1. The bidder is responsible for all costs related to the preparation of this bid.
2. Insurance will be required before commencement of work.
3. The submission of a bid by the bidder implies the bidder's acceptance of the terms and conditions of this Request for Bid, unless otherwise stated.
4. Bidders are required to meet all qualifications and specifications of this Request for Bid in order to be

considered for award.

5. At the time of the submission, it will be assumed that each bidder has read and is thoroughly familiar with the terms, conditions, and the requirements of this contract. The failure or omission of a bidder to examine this Request for Bid document shall in no way relieve the vendor from any obligation in respect to its submitted bid.
6. The bidder will be required to furnish all supervision, labor, materials, travel, and equipment necessary to perform the services required. All costs to complete this contract must be included in the submitted bid; no additional costs will be paid by the City.
7. Bids will be considered only from companies which are regularly engaged in the business as described in this Request for Bid document; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions stated herein. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as determined by the City.

E. Contractor's Storage Facilities, and Equipment Requirements:

1. Contractor's towing and storage facilities shall be located in the City of Des Moines, Iowa.
2. Police employees shall have 24/7 access to all stored vehicles.
3. Contractor will be required to have a singular location for sale and storage lots.
4. All storage facilities shall be fenced and maintained in a lighted and secure manner readily accessible to police department personnel and not the general public.
5. The Contractor's impound storage area for vehicles shall meet the following requirements:
 - a) Outside storage spaces...250
 - b) Indoor heated spaces.....25
 - c) Indoor parking will require large enough space to a walk around and stack equipment next to the vehicle.
 - d) Parking space standards will be based on an area 11 feet by 21 feet.
6. The Contractor's sales storage and office area shall meet the following requirements:
 - a) Centralized sales lot with 110 spaces for sale vehicles. This may be included in the 250 outside storage spaces specified in 5a.
 - b) Indoor office space shall be clean, neat, and a safe environment.
 - c) Provide a clean and maintained rest room adjacent to sales lot.
7. Contractor shall be responsible for maintaining a clean, neat, and safe environment during all public transactions and ensuring courteous and professional behavior by employees.
8. Contractor shall be compliant with all federal, state, and city statutes and regulations applicable to their company and personnel. Contractors will include in their proposal a copy of all licenses, permits, and documentation.
9. Contractor shall have "Certificate of Occupancy" verifying their company's compliance to the city zoning laws and regulations as a towing and storage facility. Compliance of zoning statutes shall include a conforming or legal non-conforming status. Any parcel of the contractor's property, or property on option, not conforming to the cities towing and storage regulations will not be considered acceptable. Failure to provide a "Certificate of Occupancy" shall be sufficient grounds for the rejection of the entire bid. It is anticipated, due to the volume of

vehicles impounded, that the contractor shall have stored on their property two or more inoperable vehicles. As a result, the contractor will require a City of Des Moines Salvage Certificate.

10. Contractors shall own or lease all necessary equipment for all types of vehicle towing specified in this document. The contractor selected may sub-contract for services such as semi towing and recovery, air bags for under water recovery, mobile cranes for lifting vehicles out of an inaccessible area, etc. The use of a sub-contractor does not change the price charged to the City or owner.
11. The Contractor shall have all the necessary equipment such as, but not limited to, flatbeds, wreckers, etc. readily available to satisfy the required tows listed in #12. Furthermore, the Contractor must have such equipment in sufficient quantities to handle multiple tows in the same time frame across different areas of the city and satisfy F-4.
12. Contractor shall be equipped and capable of safely towing and storing all common vehicle types including:
 - a) Passenger cars and trucks
 - b) Motorcycles
 - c) Recreation vehicles
 - d) Semi-trailer cabs and trailers
 - e) Buses
 - f) Farm tractors
 - g) Motor homes
 - h) Trailers

F. Contractor's Service and Storage Requirements:

1. Contractor shall refrain from entering an impounded vehicle and removing any part or personal property from said vehicle unless accompanied by the vehicle owner (with property release form) or the Police Motor Vehicle Program Coordinator or other police representative.
2. Contractor shall complete an effective and efficient towing and storage operation for the City and be capable of towing and storing vehicles at any time.
3. All services shall be provided in courteous and professional manner.
4. Timely and efficient removal of impounded vehicles from public streets is a major service and safety requirement to the community and a critical operational issue to the police department. Arrival on scene within 30 minutes of the police request with the appropriate equipment is required. Repeated failure to meet this requirement may result in the City suspending or revoking the contract.
5. If a tow request cannot be fulfilled within 30 minutes, the contractor may enlist a subcontractor to perform the service. This should not occur often, but arrangements should be in place. Dispatch should be notified if this occurs or if the contractor cannot otherwise meet this service requirement. The impound rates, storage location and other provisions of this contract should remain in place regardless of who performed the tow.
6. Contractor shall Comply with Iowa Code section 321.371, which states in part "Any person removing a wrecked or damaged vehicle from a highway shall remove any glass or other injurious substance dropped upon the highway from such vehicle." Employees shall clean the street of any accident or towing debris incurred by said vehicle or vehicles and shall do so at no additional cost to the city or vehicle owners.
7. While performing the required services, the Contractor's employees will comply with the Federal Highway Administration Rule 23 CFR Section 634 (Federal Highway Worker Visibility Rule) which requires they wear ANSI Class 2 or Class 3 High Visibility Safety Apparel.

8. The Triple A (AAA) Towing & Service Manual and respective owner's manual shall be used by the Contractor and the Contractor's employees as guide for performing the required services.
9. The Contractor shall prepare an electronic or written record for each towed vehicle with the following information:
 - a) Year and color of the vehicle
 - b) Location from where the vehicle was towed
 - c) Make and model of vehicle
 - d) Vehicle license number
 - e) Impound tag number
 - f) Police case number
 - g) Date and time the vehicle was towed
 - h) Vehicle Identification Number
 - i) Location of the vehicle in the storage lot
 - j) A general description of the condition of the vehicle, damaged or missing parts, and any unusual characteristics.
10. A receipt listing all charges incurred for towing and storage of the vehicle and a release for the vehicle and property contained therein will be provided to authorized operator.
11. Storage charges will begin at the time of impoundment and will be based on 24-hour periods. The storage rate quoted in the Price Worksheet (Section 6) will remain in place until the vehicle is retrieved unless the operator presents a release form and does not pick up the vehicle. On the fourth day from the release being presented, the Contractor may begin charging a storage fee for private vehicles instead of for impounds.
12. Contractor shall accept various payment options including major credit cards, checks or cash. This does not prohibit the Contractor from making reasonable inquiries to verify payment.
13. In the event of damage to any private vehicle impounded under the provisions and specifications of this contract, and where damaged occurred while in the care, custody, and control of the Contractor, the Contractor shall provide written notification to the vehicle owner including a description of the damage and an estimate of the cost of repair. *The Contractor will be responsible for all damages incurred.*
14. The City of Des Moines recognizes that extended storage periods are not in the best economic interest of the City. Over the course of this contract, legal circumstances may dictate the Police Department store a small number of vehicles for extended periods. The Police Department Motor Vehicle Coordinator will determine when a vehicle needs to be designated as long-term storage and shall notify the Contractor of any vehicles meeting these criteria.

G. Driver Requirements:

1. The Contractor must provide six or more qualified drivers for whom Des Moines Police impounds must be their top priority. Drivers must carry the appropriate license and proof of insurance while working.
2. All drivers performing services under this contract shall review and conform to the driver's license requirements contained within the Iowa Department of Transportation Model Commercial Driver's License Manual. The manual can be reviewed at www.iamvd.com.

H. Contractor's Hours of Operation:

1. Contractor will allow authorized operators to retrieve impounded vehicles Monday - Friday 6 am – 10 pm. Weekend and holiday access shall be 8 am - 4 pm. Upon presenting a release form and final payment, the vehicle should be delivered and released to the authorized owner within 15 minutes.

2. During the Iowa State Fair or other infrequent large-scale community events (as determined by the Chief of Police), the Contractor should facilitate the release of impounded vehicles during extended hours from 6 am to 2 am.

I. Billing Requirements and Document Retention:

1. Contractor shall furnish the City, within ten days after the end of each calendar month, an accurate and legible electronic billing statement delineating each police service call for impounds the delinquent storage payment demanded of the City. The statement must include name and address of the vehicle owner, date, time and location of the call, and the description of the vehicle, impound tag number and an itemized statement of charges.
2. Contractor shall utilize receipt and release forms approved by the City and retain copies of these documents for a period of sixty days. These completed forms shall be provided to the police department upon request.

J. Auctions:

1. At the discretion of the City, auto auctions will be held on the Contractor's storage facility lot. This auction will be for the disposal of vehicles that have not been retrieved by the owner or authorized operator. Auctions will generally occur every month.
2. The Contractor shall provide a neat, clean, safe office space and equipment for the City staff or auctioneer to conduct the required sales auction. This shall include a desk, two chairs, a printing calculator and clean restroom facilities. An off-duty Des Moines Police Officer shall be hired by the Contractor to assure a safe and orderly execution of the sale.
3. All sale vehicles shall be centralized in the sales lot by the Contractor at least twenty-four hours before the day of the sale. A company employee will be provided to the Police Department Motor Vehicle Coordinator twenty-four hours before the auction and during the day of the sale. This employee's duties shall include removing license plates and clearing vehicles of snow or other debris. The Contractor shall be required to assure all license plates are removed from the sale vehicles and are placed in the custody of the police department representative before the sale.
4. The Contractor shall have the ability to access an auctioned vehicle for the buyer at the time of the sale. The time of the sale shall be defined as the moment the auction is completed. The Contractor shall provide the City with a typed, legible and accurate invoice of the vehicles sold on completion of the auction and an itemized towing and storage charge for each vehicle.

K. Evaluation and Contract Award:

1. The submitted bid must be complete to be considered for award.
2. The contract will be awarded based on the best interest of the City and community.
3. The City may reject proposals which fail to meet all specifications or contractors who previously failed to meet contractual obligations with the City. Any information submitted by the contractor is subject to verification by the City.
4. The City reserves the right to qualify, accept, or reject any or all bidders as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all bids and to waive irregularities or technicalities in any bid 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 Bid.
5. All bidders must be capable of performing the services specified in this document. Before the award of this contract, any bidder may be required to show that they have the necessary equipment, experience, ability, and financial resources to perform the work within the time stipulated in a manner that is acceptable to the City.

6. Any visitations of a bidder's facility will be initiated before a contract is awarded and will require the presence of the owner of the facility or his designated representative.
7. The bid evaluation and recommendation to award shall be based upon the ability of the contractor to meet these specifications and the cost of the service to the City and to the vehicle owner. Bids from Contractors which do not meet these specifications will not be considered for the contract award.
8. The total weighted cost value will be calculated from the Towing and Storage Price Worksheet and Weighted Cost Value Worksheet. The worksheets must be filled out completely and submitted with the bid.
9. It is the City's intent to make an award within sixty (60) days after bid submission.
10. Award, if made, will be in accordance with the terms and conditions herein.
11. Award of this contract does not restrict the City from procuring the services from other qualified companies when required.
12. Any change to the contract must be approved in writing by the Procurement Administrator and the awarded vendor.

Section 3 - Additional Bidding Instructions

In processing bidding documents the vendor must prepare the documents in the manner as prescribed and furnish all information and samples as may be requested on the bidding documents. The following procedures must be adhered to by all vendors in submitting sealed bids or written quotes to the Procurement Division.

- A. Bids or quotes shall be prepared either in ink or typewritten on the forms provided.
- B. In the space provided on the bid form, denote brand name, manufacturer's name, model number and any other applicable information to assist in identifying the item being proposed.
- C. A price for each item being bid must be shown in the space provided. Only one unit price shall be quoted on the item and shall be extended to show the total price for the requested quantity. Total price for all items listed must be shown if requested. In case of error the unit price shall prevail. Prices for one-time purchases must be firm, and preferences will be given to firm prices in multiple award contracts. If the Procurement Division determines it is in the interest of the City, an economic price adjustment clause as specified in the bidding document may be included in a multiple delivery contract.
- D. All sealed bids and written quotes shall be submitted in sufficient time, by the vendor, to reach the Procurement Division prior to the date and time set for the opening. All vendors to whom invitations were sent shall be notified of any changes in the time of submissions. If an invitation is canceled prior to bid opening, any responses already received shall be returned unopened.
- E. The City reserves the right to waive any minor irregularities, deficiencies and informalities if in the judgment of the Procurement Division the best interests of the City will be served.
- F. The Procurement Division will resolve bids or quotes which are equal in all respects and tied in price by drawing lots. Whenever a tie involves an Iowa or City of Des Moines firm and a firm outside the State of Iowa or the City of Des Moines, the Iowa or City firm will receive preference. A 1% local preference is given to businesses with headquarters, or headquarters of its parent or holding company, within the corporate limits of the City of Des Moines as required by Section 2-705 of the Municipal Code. If federal funds are used, geographical preferences are prohibited. Tie bids involving Iowa produced or manufactured products and items produced or manufactured outside the State of Iowa will be resolved in favor of the Iowa product.
- G. The City of Des Moines is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other tax that may be applied to a specified commodity or service.
- H. In the space provided on the bidding document a bidder shall show the earliest date on which delivery can be made. The Procurement Division may indicate on the bidding document the acceptable delivery date for a commodity. The Procurement Division may consider delivery dates as a factor in determining the successful vendor.
- I. The Procurement Division reserves the right to award on an item by item basis or on the total of all items, whichever serves the City's best interests. Unless the bidder states "all or none" on the bid, the bidder may not so specify after the bid opening time and date.
- J. The bidding document provides space for the statement of cash discount for prompt payment. The only prompt payment discount provision that will be considered in determining awards will be for cash discounts of thirty days or longer. Payment terms shall be a minimum of net thirty days.

- K. Sealed bids may be modified or withdrawn prior to the time and date set for the opening. Said modifications or withdrawal must be in writing and delivered in a sealed envelope, properly identifying the correct bid to be modified. With the approval of the Procurement Administrator, a bid or quote may be withdrawn after opening only if the bidder provides prompt notification and adequately documents the commission of an honest error that may cause undue financial loss.
- L. Various items may require testing either before or after final award is made. In these cases vendor must guarantee price until testing has been completed.
- M. Services for plumbing, electrical and HVAC, and all services requiring licensure or certification, must be performed by licensed/certified contractors and must comply with all appropriate codes and ordinances and obtain all required licenses/certifications, permits and inspections.

Section 4 - Procurement Division Terms and Conditions

I. Administrative Information

A. Objective:

1. To provide detailed data necessary for the preparation of competitive bids by qualified bidders.
2. To provide a fair and objective evaluation of bids.
3. To result in contracts or purchase orders for the proposed equipment and or supplies and service support.

B. Inquiries:

1. All inquiries or questions concerning this invitation to bid must be e-mailed and received by the date and time established in the Request for Bid document. Bids must be mailed to the issuing office:

Finance Department
Procurement Division
City Hall, 400 Robert D. Ray Drive
Des Moines, IA 50309

2. Answers to all questions will be emailed to all participating bidders.
3. In no case will verbal communication override written communications and only written communications are binding.

C. Intent of Specifications:

It is not the intent of this bid or proposal to exclude competitive bid by any manufacturer of equipment or supplies requested under these specifications and if any of the provisions of these specifications or bidding documents appear to discriminate in any detail against the manufacturer, such provisions are to be interpreted as intended only to indicate the general character, style, and quality of equipment desired. Bidders may request changes to the specifications or bidding documents by following instructions in paragraph B above.

D. Economy of Presentation:

Bids should not contain promotional or display materials, but address the technical requirements. All questions posed by the bid must be answered concisely and clearly. Bids that do not address each criteria may be rejected.

E. Rejection of Bids:

The City reserves the right to reject any or all bids in whole or in part received by reason of this Invitation to Bid. The City will not pay for any information herein requested, nor is it liable for any cost incurred by the bidder.

F. Disclosure of Bid or Proposal Content:

Under Chapter 22 of the Iowa Code, "Examination of Public Records", all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:

3. Trade secrets which are recognized and protected as such by law.
6. Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the bid submitted in response to an Invitation to Bid, may, but is not required, to keep portions of such bids confidential under exceptions 3. and 6. noted above. If a responding vendor in good faith reasonably determines that a portion or portions of its bid constitute a trade secret,

or should otherwise be kept confidential to avoid giving advantage to competitors, a confidentiality request may be submitted with the bid identifying which portion or portions of the bid should be kept confidential and why. The burden will be on individual bidders to make such confidentiality request to justify application of a confidentiality exception to its bid. The City will not under any circumstance consider the entire bid to be a confidential record. If a request is thereafter made by a member of the public to examine a bid including the portion or portions thereof for which a confidentiality request has been made the City will so notify the bidder and will keep confidential that portion of the bid covered by the confidentiality request, pending action by the bidder requesting confidentiality to defend its request. In that notification, the bidder requesting confidentiality will be given not more than 5 calendar days within which to file suit in Polk County District Court to seek the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its bid. Absent such action by a bidder requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the bid confidential, the entire bid will be released for public examination. Bidders shall be responsible for all costs related to a declaratory judgment or injunctive action, including the payment of any damages assessed and attorney fees and litigation expenses awarded.

G. Obligations:

The contents of the bid and any clarification thereto submitted by the successful bidder shall become part of the contractual obligation and incorporated by reference into the ensuing contract or purchase order.

H. Disposition of Bids or Proposals:

All bids become the property of the City and will not be returned to the bidder.

I. Equipment Availability:

1. All equipment, features, and attachments which are proposed must have been formally announced for market purposes before the date of the bid. All bidders supplied programs/software referred to in the bid must be field operational before the date of the bid unless the requirements are for program/software development.
2. Demonstrations must utilize the proposed equipment, programs or software precisely as proposed.
3. Unless otherwise specified in the specifications, all items on which a bidder submits a bid shall be new, of the latest model, crop year or manufacture and shall be at least equal in quality to that specified in the bidding documents.

J. Gratuities:

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to government employees with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this clause will be turned over to the proper prosecuting attorney.

K. Conflict Between Terms:

The City of Des Moines reserves the right to accept or reject any exception taken by the bid to any portion of the Invitation to Bid.

L. Governing Law and Venue:

Chapter 2 of the Municipal Code of the City of Des Moines contain policies and procedures for procurement under this Invitation to Bid. The terms and conditions of this Invitation to Bid, the resulting contract or purchase order or activities based upon this Invitation to Bid shall be construed in accordance with the laws of Iowa, and any action relating to the resulting contract or purchase order shall be brought in the Iowa District Court in Polk County, Iowa or the United States District Court for the Southern District of Iowa.

Where statutes and regulations of the United States Government are referenced herein, they shall apply to this Invitation to Bid and resulting purchase order or contract. Wherever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the City of Des Moines.

M. Signature of Bidder's Agent:

All bids submitted by the bidder in response to the City's Invitation to Bid shall be signed by an officer of the offering firm or a designated agent empowered to bind the bidder in a contract.

N. Purchase Option:

The bidder agrees that the purchase price, warranty and all terms and conditions of performance contained in the Invitation to Bid and the response thereto, shall be, at the option of the City, passed through a third party that agrees to accept these terms and provide an acceptable financing mechanism to the City.

O. Appeals:

Any bidder whose bid was submitted as a sealed bid and whose bid was timely filed, and who is aggrieved by the Procurement Administrator's determination as to which is the lowest (or, in the appropriate instance, to the highest) compliant, responsible bid or as to the determination to reject a bid, may appeal the Procurement Administrator's decision by filing a written appeal. Such appeal must be received by the office of the Director of Finance at the address in section B.1 above by no later than noon on the Friday before the following City Council meeting at which award of the bid will be considered. Written appeals may be filed in person or e-mail. Bidders may find the Procurement Administrator's determination as to the lowest (or, in the appropriate instance, to the highest) compliant, responsible bid to be recommended to the City Council for award by checking the City Council Agenda, which is available at: <http://www.dmgov/Government/CityCouncil/Pages/Meetings.aspx> or at the City Clerk's Office, City Hall, or by contacting the Procurement Office directly at 515-283-4228. City Council Agendas are available by 5:00 on the Thursday preceding the City Council meeting on the following Monday. The written appeal must state all objections to the Procurement Administrator's determination and all arguments in support thereof and attach all documentation supporting its objections. The Director of Finance shall have the discretion to determine to consider the appeal on the written record or may require an informal hearing process determined by the Director. Upon receipt of the written decision by the Director of Finance the bidder may appeal the Finance Director's decision to the City Council of the City of Des Moines, Iowa on the date of council action on the award of bid.

II. General Terms and Conditions

A. Exclusive Contract:

The contract which results from this Invitation to Bid constitutes the exclusive contract between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements or contracts, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

B. Remedies Upon Default:

In any case where the awarded bidder has failed to deliver or has delivered non-conforming goods or services, the Procurement Division shall provide a cure notice by e-mail. If after the cure period provided the bidder continues to be in default, the Procurement Division may procure goods or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting proposer, or in the alternative, the City may elect to offset such actual cost from any City payments owing to the bidder.

C. Acts of God:

The awarded bidder shall not be considered to be in default under the resulting contract if performance is delayed or made impossible by an act of God, including without limitation, floods, fires, strikes, and similar events; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the bidder. It shall be the responsibility of the bidder to promptly advise the Procurement Division of the delay. The City may elect to cancel all orders on file with the bidder and place the order with another bidder.

D. Subcontractors:

The awarded bidders shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful bidder may engage for the completion of any contract with the city. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the bidder from default remedies. The successful bidder shall be responsible for payment to all subcontractors or secondary suppliers.

E. Termination Due to Non-Appropriation:

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of the resulting contract are at any time not forthcoming or insufficient, either through the failure of the City to appropriate funds, or due to discontinuance or material alteration of the program for which funds were provided, then the City shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

F. Indemnification of City, State, and Federal Agencies:

The awarded bidder shall defend, indemnify, and hold harmless the City, its officers, employees, volunteers, and agents, and any State or Federal funding source for City from liability arising from bidder's performance or attempted performance of the resulting contract and bidder's activities with subcontractors and all other third parties.

To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers or others working on behalf of the city of Des Moines, Iowa ("City") against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with the proposer's work.

The bidder's obligation to indemnify the City is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The City shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by bidder, its officers, employees, subcontractors and others affiliated with the proposer, arising out of or in any way connected or associated with the proposer's work, except to the extent caused by or resulting from the negligence of the City.

The bidder expressly assumes responsibility for any and all damage caused to City property arising out of or in any way connected or associated with the proposer's work.

The bidder shall ensure that its activities on City property will be performed and supervised by adequately trained and qualified personnel, and the proposer will observe all applicable safety rules.

G. Delivery and Acceptance:

When an award has been made to a bidder and the official purchase order issued and received by the bidder, deliveries are to be made in the following manner:

1. Deliveries are to be made only to the point specified on the official purchase order. If delivery is made to any other point it shall be the responsibility of the bidder to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the City.
2. All delivery charges shall be to the account of the bidder. If not, they must be prepaid and added to the invoice.
3. The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving department to the bidder and carrier within a reasonable time after delivery of the item, with a copy of this notice to the Procurement Division. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the City at any time after acceptance.

4. The bidder must remove at the bidder's expense any item rejected by the City. If the bidder fails to remove that rejected item the City may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the proposer.

5. Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, the awarded bidder will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

H. Assignment:

The successful bidder may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the City Manager or his/her designee.

I. Anti-Trust Assignment:

For good cause and as consideration for submitting a proposal, the awarded bidder, through its duly authorized agent, conveys, sells assigns, and transfers to the City all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by City pursuant to the Invitation to Bid and resulting contract.

J. Title to Goods:

The awarded bidder warrants that the goods procured pursuant to the Invitation to Bid are free from all liens, claims or encumbrances.

K. Indemnification:

To the extent the goods procured pursuant to the Invitation to Bid are not manufactured in accordance with the City's design or specification, the successful bidder shall defend, indemnify and hold harmless the City, its officers, employees, agents and volunteers and the City's assignees, and other users of the goods, from and against any claim of infringement of any Patent, Trade Name, Trademark, Copyright, or Trade Secret by reason of sale or use of any articles purchased hereunder. The City shall promptly notify the successful bidder of any such claim.

L. Miscellaneous:

This resulting contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the contract shall only be commenced in the Polk County, Iowa, District Court or the United State District Court for the Southern District of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

M. Non-Discrimination:

Successful bidder acknowledges and agrees:

- To comply with the Equal Employment Opportunity Program included in the City of Des Moines Contract Compliance Program, which is available at <http://www.dmgov.org/departments/Engineering/PDF/contractcomplianceprogram.pdf> for from the City Engineer's Office.
- To comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62 of the Des Moines Municipal Code.
- Not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry, gender identity, familial status, or disability.
- To include this provision in all agreements associated with this procurement.

N. Warranty:

The awarded bidder expressly warrants that all goods supplied shall be merchantable within the meaning of section 554.2314 of the Iowa Code in effect on the date of the bid in the City of Des Moines, Iowa. Additionally, the goods

shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship.

O. Chemicals:

OSHA 1910.1200, Chapter 89B of the Iowa Code, and 875 Iowa Administrative Code, Chapter 110, Sec. 110.5, require employers to maintain Material Safety Data Sheets (MSDS) for all chemical-containing products to which its employees are exposed. To ensure City of Des Moines employees have access to the most current MSD, the City requires the most recent MSDS accompany each delivery of a chemical-containing product purchased by the City of Des Moines or its authorized agent. If there is a question concerning whether a MSDS is needed for a particular product, contact the City's Human Resources/Safety office at (515) 283-4213. Chemical-containing products include certain office supplies such as "white out", toner, etc.

P. Compliance With All Applicable Laws:

All goods and/or services shall be provided in compliance with all applicable federal, state, and local laws and regulations. The successful bidder expressly warrants and guarantees that the goods and/or services provided do not violate the rights of third parties, including without limitation, copyright, trademark, patent or other intellectual property rights or interests.

Q. Insurance Coverages and Liabilities:

By responding to the City's bid/proposal request, bidders agree to comply with and to maintain the insurance coverage required under this bid/proposal request, including reservation of governmental immunities, if applicable, for the duration of the project, or length of the contract, whichever is appropriate. The City, at its discretion, may request, and the successful bidder/proposer shall, produce a certificate of insurance that is in full compliance to said insurance coverages.

Section 5 – Insurance Requirements

CITY OF DES MOINES, IOWA STANDARD – MAJOR INSURANCE & INDEMNIFICATION REQUIREMENTS

For the purposes of this Attachment and all provisions included herein, the term “CITY” shall mean the City of Des Moines, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf.

1. GENERAL

The CONTRACTOR shall purchase and maintain insurance to protect the CONTRACTOR and CITY throughout the duration of this Agreement. Said insurance shall be provided by insurance companies “admitted” or “non-admitted” to do business in the State of Iowa having no less than an A. M. Best Rating of “B+.” All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

- A. COMMERCIAL GENERAL LIABILITY OR GARAGE LIABILITY INSURANCE: Commercial General Liability Insurance policy or a Garage Liability Insurance policy written on an occurrence basis. The General Liability Insurance policy or Garage Liability Insurance policy shall include, respectively, “General” or “Other Than Auto” limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable).

Waiver of Subrogation in favor of the CITY is required as per paragraph 2.J. below.

Any General Liability Insurance policy shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form. Any Garage Liability Insurance policy shall be no less comprehensive and no more restrictive than ISO CA 00 05.

- B. GARAGE LIABILITY W/ GARAGEKEEPERS LEGAL LIABILITY INSURANCE: Garage Liability Insurance including Garagekeepers Legal Liability Insurance coverage. This coverage shall be no less comprehensive and no more restrictive than that provided by ISO CA 00 05 Ed, 07/97. The “Auto only” coverage shall include numerical symbol “21” or, if the CONTRACTOR owns no vehicles, numerical symbols “28, 29 and 30”. Coverage for each shall be in amounts no less than outlined below:
- I. The Garage Liability coverages shall be written with limits of not less than:
 1. \$1,000,000 Each Accident – Garage Operations – “Auto” only
 2. \$1,000,000 Each Accident – Garage Operations – Other Than “Auto” Only
 3. \$2,000,000 for Aggregate – Garage Operations – Other Than “Auto” Only
 - II. The Garagekeepers Legal Liability coverage shall include:
 1. Garagekeepers Comprehensive coverage to be written with limits of not less than:
 - a. \$1,000,000 Each Location
 2. Garagekeepers Collision coverage to be written with limits of not less than:
 - a. \$1,000,000 Each Location

(See "Garage Coverage Form Declarations ISO CA DS 06 Ed, 07/97" and "Garage Coverage Form – Non-Dealers' and Trailer Dealers' Supplementary Schedule ISO CA DS 08 Ed, 07/97").

Waiver of Subrogation in favor of the CITY is required as per paragraph 2.J below.

- C. ON-HOOK LIABILITY INSURANCE - The CONTRACTOR shall procure and maintain during the life of this contract, On-Hook Liability insurance providing coverage to private vehicles being towed for storage under the provisions of this contract with limits of not less than \$1,000,000 per occurrence. The inclusion of this coverage shall be clearly indicated on the face of the Certificate of Insurance.
Waiver of Subrogation in favor of the CITY is required as per paragraph 2.J below.
- D. UMBRELLA OR EXCESS LIABILITY INSURANCE: The CONTRACTOR shall purchase and maintain an Umbrella or Excess Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence and aggregate. If the Umbrella or Excess Insurance policy does not follow the form of the General Liability Insurance and Garage Liability Insurance policy, the Umbrella or Excess Liability Insurance policy shall include the same endorsements as required of the primary policies.
Waiver of Subrogation in favor of the CITY is required as per paragraph 2.J. below.
- E. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: As required by State of Iowa Workers' Compensation Law, the CONTRACTOR shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage. The Workers' Compensation Insurance shall be written with State of Iowa statutory limits. If, by Iowa Code Section 85.1A, the CONTRACTOR is not required to purchase Workers' Compensation Insurance, the CONTRACTOR shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22.
Waiver of Subrogation in favor of the CITY is required as per paragraph 2.J. below.
- F. CRIME INSURANCE: Crime Insurance on a discovery basis covering Employee Dishonesty for each loss at a limit of not less than \$250,000 and with a deductible of not more than \$5,000. Those employees of the CONTRACTOR who have access to, or who are responsible for, the funds generated under this Agreement shall be covered by this insurance. The policy shall include "third party" or "client" coverage covering funds belonging to or due to the City of Des Moines as set for in this Agreement and shall name the CITY as a "Joint Loss Payee". This insurance shall cover any losses attributable to CONTRACTOR'S employees acting alone or in collusion with others who are not employees of the CONTRACTOR. The insurance shall include coverage for theft, disappearance and destruction for loss inside premises and outside of premises. The cost of such Crime Insurance shall be at the sole expense of the CONTRACTOR.
- G. ADDITIONAL INSURED ENDORSEMENT: The General Liability Insurance, Automobile Liability Insurance and Garage Liability Insurance policies shall include the CITY as an Additional Insured. Any General Liability Insurance policy shall include standard ISO endorsements CG 20 26 07 04 and CG 20 37 07 04 or their ISO/non-ISO equivalents. In all cases, the CONTRACTOR'S insurance shall be primary to that of the CITY and noncontributory to any other insurance or similar coverage available to the CITY whether the other available coverage is primary, contributing or excess.
- H. GOVERNMENTAL IMMUNITY ENDORSEMENT: The General Liability Insurance, Automobile Liability Insurance and Garage Liability Insurance policies shall include the CITY Governmental Immunities Endorsement language as provided below. Standard ISO or insurance carrier "Waiver of Immunity" endorsements are not acceptable.

CITY OF DES MOINES, IOWA
GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Des Moines, Iowa as Additional Insured does not waive any of the defenses of governmental immunity available to the City of Des Moines, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Des Moines, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Des Moines, Iowa.
 4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Des Moines, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Des Moines, Iowa.
 5. No Other Change in Policy. The insurance carrier and the City of Des Moines, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.
- I. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: All CONTRACTOR Insurance policies shall include a policy endorsement providing the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. *Written notifications shall be sent to: City of Des Moines, Risk Management, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.*
- J. WAIVER OF SUBROGATION: To the fullest extent permitted by law, CONTRACTOR hereby releases the CITY from and against any and all liability or responsibility to the CONTRACTOR or anyone claiming through or under the CONTRACTOR by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The CONTRACTOR'S policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY including its elected and appointed officials, agents, employees and volunteers, and others working on its behalf.
- K. PROOF OF INSURANCE: The CONTRACTOR shall provide the following proof of insurance to the CITY:
- Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through K above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement under "Description of Operations/Locations/Vehicle/Special Items" and indicate Waiver of Subrogation by marking the corresponding boxes on COI and/or including a statement of compliance under Description of Operations.
 - A copy of the Cancellation and Nonrenewal Notification Endorsement or its equivalent as required in paragraph 2.J. above.
 - Copies of Additional Insured Endorsements ISO CG 20 26 07 04 and ISO CG 20 37 07 04 or their equivalents as required in paragraph 2.H. above.

Mail Certificates of Insurance to: City of Des Moines, Risk Management, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.

- L. AGENTS AND SUBCONTRACTORS: The CONTRACTOR shall require all its agents and subcontractors who perform work and/or services on behalf of the CONTRACTOR to purchase and maintain the types of insurance customary to the industry or trade related to the services being provided.

3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, CONTRACTOR agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with CONTRACTOR'S work or services under this Agreement, including that of its officers, agents, employees, subcontractors and others under the control of CONTRACTOR.

CONTRACTOR'S obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONTRACTOR arising out of or in any way connected or associated with CONTRACTOR'S work, including that of its officers, agents, employees, subcontractors and others under the control of CONTRACTOR, except to the extent caused by or resulting from the negligent act of the CITY.

CONTRACTOR expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with CONTRACTOR'S work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of CONTRACTOR.

CONTRACTOR shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and CONTRACTOR will observe all applicable safety rules.

Section 6 - Pricing and Company Information Form

Bidders shall develop a reasonable bid for police impounds which balances operational expenses, the maximum state reimbursement rate of \$55 and a substantial “quantity” discount.

Daily storage should be quoted separately, not to exceed the maximum state reimbursement rate of \$5 per day. Long-term storage rates are limited to \$1 per day.

The pricing listed below is all inclusive and shall include, but not be limited to all supervision, labor, materials, travel, and equipment necessary to fulfill the terms of this contract.

Police Impound and Vehicle Storage Price Worksheet

	Permissible Charges	Dollar Charge
Line 1	Normal impound to include: unlock, winch, unhook linkage, tow, flatbed, secure, clean roadway, use of standard or special equipment, labor for first 30 minutes working on scene, etc.	
Line 2	Daily charge for storing vehicle outdoors or indoors up to 24 hours	
Line 3	Daily charge for vehicles held for <i>long-term storage</i>	\$1
Line 4	With police verification, the release of a vehicle at scene after it has been fully attached and loaded by tow operator	
Line 5	Move or relocate vehicles to nearby lot, as occurs for farmers’ market, road races, etc. (Cost per ¼ hour, while physically relocating vehicles)	
Line 6	Tow semi-truck or comparable (per ¼ hour – departing shop to return)	
Line 7	Tow semi-trailer or comparable (per ¼ hour – departing shop to return)	
Line 8	Emergency unlock unrelated to impound (i.e. keys, animal locked inside)	
Line 9	Winch vehicle unrelated to impound (per ¼ hour while performing task)	
Line 10	With police verification, labor in excess of 30 minutes on scene – i.e. removing from water (per ¼ hour while performing task)	

Weighted Total Cost

The formula used to determine the total weighted cost will be extracted from the Police Impounds and Vehicle Storage Price Worksheet.

Dollar Charge	Total	Weighted Cost
Line 1 multiplied times .50	A	
Add lines 2,3, then multiply times .25	B	
Add lines 4-10, then multiply times .25	C	
Total weighted cost value	A+B+C	

If there is a mathematical tie between two or more bidders on the Total Weighted Cost Value, the tie breaker will be the Contractor with the lowest cost value for "A." If "A" is tied, the lowest cost value of A+B will be used. If competing bids are still tied, the tow facility closest to a public transportation point, shall be selected.

Exceptions, Deviations or other Agreements

Exceptions/Deviations to this Request for Proposal shall be taken below. Exceptions may not be added to any submittals after the due date. 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 provided. If you state no exceptions, you may not add your company's terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date.**

Liens, Unsatisfied Judgments, Disciplinary Actions

List any and all disciplinary actions, administrative proceedings, malpractice claims or other like proceedings against your company or any of its personnel relating to your firm's services that are current, pending, or occurring in the last five (5) years. If your company has no liens, unsatisfied judgments, or disciplinary actions that have occurred 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 bidder, having examined and determined the scope of this Request for Bid, hereby proposes to provide the required labor, services and equipment and to perform the work as described in the proposal documents and to do all work at the prices set forth within.

The undersigned bidder 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 bid and the Request for Bid prepared by the City of Des Moines, the City's Request for Bid shall prevail.

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

Name of Firm: _____

Authorized Representative: _____

Signature of Representative: _____

Title of Authorized Representative: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

E-Mail Address: _____

Date Signed: _____

Addenda Form

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____

Attachment 1 - Non-Collusion Affidavit

The Proposer hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement in the City of Des Moines, Iowa; and
2. That no individual employed by the Bidder was paid or will be paid by any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the making of this proposal were in the regular course of their duties for the Bidder; and
3. That no part of the compensation to be received by the Bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the making of this proposal were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other proposer or person, to put in a sham proposal or to refrain from making a proposal, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the proposal price of Bidder or of any other Bidder, or to otherwise restrain freedom of competition, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Proposer.

Company: _____

Signature of Company Representative: _____

Printed Name of Company Representative: _____

Title: _____

E-mail Address: _____

Street Address: _____

City, State, Zip Code: _____

Attachment 3
Certification of Bidder's Insurance Agent Regarding
Bidder's Liability to Obtain Required Insurance

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Section 5, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful bidder of the RFB to which my client has responded:

Legal Name of Bidder:

Name/Address/Phone/Fax # of Insurance Agency:

Phone _____ Fax _____

Name of Agent/Broker (Print):

Signature of Agent/Broker:

Date of Signature: _____



Date: November 25, 2019

Pre-Submission Conference - Vehicle Towing & Storage Services

A **Mandatory Pre-Submission Conference** will be held **December 2, 2019 at 1:30 p.m.** to address and clarify any questions from potential bidders. The conference shall be held at the Des Moines Police Department in the Police Chief's Conference Room, 25 E 1st, Des Moines, IA, 50309. The Pre-Submission Conference will provide each vendor with an opportunity to discuss the City's requirements, discuss the specifications related to the contract, and ask questions that pertain to this Request for Bid.

All questions, requests for public information, clarifications, or interpretations generated from this Request for Bid and the **mandatory** bidder's Pre-Submission Conference shall be submitted, electronically, to the Procurement Administrator to be received no later than **noon (local time), December 6, 2019** at MMNHegwood@dmgov.org.

Written answers to requests for clarification will be provided to all persons making a request no later than **December 11, 2019, 5:00 p.m. (local time)**.

Note: Bidders must attend the mandatory Pre-Submission Conference in order to submit a bid and be considered for award.

Request for Bid: #N20-83, Vehicle Towing & Storage Services for the City of Des Moines Police Department

Notice to Bidders: Sealed bids will be received at the Procurement Office, until the time and date specified below.

Address Bids to: Attention: Procurement Division, City of Des Moines, 400 Robert D. Ray Dr., Des Moines, IA 50309. Bids shall be sealed and clearly marked on the outside of your mailing envelope or container "Request for Bid for Vehicle Towing & Storage Services, #N20-83." **Faxed and e-mailed bids will not be accepted.**

Questions: All questions, inquiries, requests for public information and clarifications regarding this Request for Bid 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 6, 2019, noon (local time).**

Procurement Division
Mary Niichel-Hegwood
Procurement Administrator
mmnhegwood@dmgov.org
(515)283-4205

Bids are due no later than: 2:30 p.m. (local time), December 18, 2019, in the office of the Procurement Division. Bidders must submit two (2) written copies of their bid.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any bid responses which are received later than the date and time stated above.

Insurance: Insurance will be required with the submitted bid.

No contact policy: All questions regarding this Request for Bid must be in written form and must be submitted to the Procurement Division, as stated above. After the date and time established for receipt of bids by the City, any contact initiated by the bidder or by a City representative, other than the Procurement Division representative listed herein, concerning this Request for Bid is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from the procurement transaction.

Following the bid submittal deadline, bidders shall not contact the Procurement Division or any other City employee except to respond to a request by the Procurement Division.

Bids received no later than the time and date stated above will be publicly opened at the Procurement Office at City Hall at **2:30 p.m. (local time), December 18, 2019.**

Submittal Requirements: Failure to supply any information requested to accompany bids is cause for rejection of the bid as non-responsive. The Procurement Division reserves the right to request additional information if clarification is needed and to reject any or all bids.

Bids may not be withdrawn for sixty (60) days from the bid opening date to allow for a full evaluation and to make an award deemed in the best interests of the City of Des Moines.

Index

Section 1	Bid Submittal Requirements
Section 2	Specific Conditions and Instructions to this Request for Bid
Section 3	Additional Bidding Instructions
Section 4	Procurement Division Terms and Conditions
Section 5	Insurance Requirements
Section 6	Pricing and Company Information Form
	Attachment 1 - Non-Collusion Affidavit
	Attachment 3 - Certification of Bidder's Insurance Agent Regarding Bidder's Liability to Obtain Required Insurance