



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

# **REQUEST FOR QUALIFICATIONS**

February 23, 2018

For  
**MECHANICAL DESIGN ENGINEERING SERVICES**  
**RFQ #PUR0218-132**

Prepared by  
City of Cedar Rapids  
Purchasing Services Division

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B	Insurance Requirements

**SECTION 1.0 – NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)**

1.1 Notice of Request for Qualifications

Notice is hereby given that sealed qualifications will be received before 3:00 p.m. CDT on Tuesday, March 13, 2018, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for Mechanical Design Engineering Services as requested by the City of Cedar Rapids Facilities Maintenance Division.

1.2 RFQ Timeline

**Name of the Project** Mechanical Design Engineering Services, RFQ #PUR0218-132

**Date of Issuance** Friday, February 23, 2018

**Deadline for Questions** Tuesday, March 6, 2018 at 3:00 p.m. CST

**Deadline for Submittal of Qualifications** Tuesday, March 13, 2018 before 3:00 p.m. CDT  
Submittals time stamped 3:00 p.m. or after are late

**Submit Qualifications to:** →→→→→→→→  
**Submit in a sealed envelope.**  
**Address exactly as stated.**  
**City Clerk Office Hours 8 am to 5 pm, Mon-Fri**

Sealed Qualifications: Mechanical Design Engineering Services  
Office of the City Clerk-City Hall  
101 First Street SE  
Cedar Rapids IA 52401

**Method of Submittal** US Mail, Overnight Delivery or In Person.  
Electronic and fax submittals **are not** acceptable.

**Contact Person, Title** Rebecca Johnson, CPPB, Purchasing Agent  
**E-mail Address** [r.johnson2@cedar-rapids.org](mailto:r.johnson2@cedar-rapids.org)

**Phone/ Fax Numbers** Phone: 319-286-5062 Fax: 888-815-3659

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

1.4 Proposals will be publicly opened on Tuesday, March 13, 2018 at 3:00 p.m. CDT (our clock) in City Hall, 101 First Street SE, Cedar Rapids 52401. Only the names of companies who submitted qualifications will be revealed. The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the award.

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

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

## SECTION 2.0 – INSTRUCTIONS TO PROPOSERS

2.1 This Project is not federally funded.

2.2 **NOTICE: INSURANCE IS REQUIRED FOR THIS PROJECT  
SERVICES SHALL NOT BEGIN UNTIL THE CERTIFICATE OF INSURANCE AND ALL REQUIRED ENDORSEMENTS ARE RECEIVED AND APPROVED BY THE CITY.**

At all times during the term of the Services and the Contract, and any extensions thereof, the Consultant shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to the City. Such insurance will protect the Consultant from liability and claims for injuries and damages which may arise out of or result from the Consultant's operations under the Contract and for which the Consultant may be liable, whether such operations are by the Consultant or by a Sub-Consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

For the protection of the Consultant and the City, but without restricting or waiving any obligations of the Consultant herein contained, the Consultant shall insure the risks associated with the services and the Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS.

2.3 Whenever used in this RFQ the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Consultant shall mean the firm providing mechanical design engineering services for the Facilities Maintenance Division. Project Manager shall mean Brent Schlotfeldt, Facilities Maintenance Manager, who is the designated coordinator and administrator for the Services under this project.

2.4 A company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the City that you have read, understand and will comply with the instructions and all terms and conditions stated in this Request for Qualifications and all attachments.

2.5 This Request for Qualifications does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of submittals, or costs incurred in preparing necessary studies for the preparation of submittals.

2.6 Addenda

Any matter of this RFQ package that requires explanation or interpretation must be inquired into by the Proposer in writing by Tuesday, March 6, 2018 at 3:00 p.m. CST. FAX or E-MAIL all questions to Rebecca Johnson (888) 815-3659 or [r.johnson2@cedar-rapids.org](mailto:r.johnson2@cedar-rapids.org). Any and all questions will be responded to in the form of written addenda to all Proposers. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment A). All Addenda will be posted on the City's website. It is the Proposer's responsibility to check for addenda.

[www.cedar-rapids.org/local\\_government/departments\\_g\\_-\\_v/purchasing\\_services/current\\_bid\\_opportunities\\_list.php](http://www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/current_bid_opportunities_list.php)

2.7 Exceptions to Documents

The Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum requirements, and any exceptions to the terms and conditions of this RFQ. Such exceptions or deviations will be considered in evaluating the submittals. Proposers are cautioned that exceptions taken to this RFQ may cause their submittal to be rejected.

2.8 Silence of Specifications

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

2.9 Incomplete Information

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

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

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

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

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

## SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

### 3.1 Term of Contract

- 3.1.1 The initial term of the Contract shall commence on the date the City executes the Contract and shall end on a date mutually agreed upon between the City and the Consultant.
- 3.1.2 The Contract may be extended by written mutual agreement by the City and the Consultant.
- 3.1.3 A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the Services to begin, assuming the insurance requirements have been met. Each section contained herein, the attachments, and any addenda and the response from the successful Proposer shall also be incorporated by reference into the resulting agreement.
- 3.1.4 The City reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Consultant. The Consultant shall not commence any additional services or change the Scope of Services until authorized in writing by the City. Consultant shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Consultant and the City. The Contract may only be amended, supplemented or modified by a written document executed by the Consultant and the City Manager.
- 3.1.5 In accordance with the provisions and conditions of the Contract, Consultant shall freely enter into the Contract for the purpose of providing Services to the City and to be compensated for the Services.

### 3.2 Contract Forms

- 3.2.1 If a Proposer intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this project, the form must be submitted with the Proposal for review by the City's legal counsel during the evaluation of proposals. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.
- 3.2.2 Proposers are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses. If agreement form indicated a firm other than the Proposer is Consultant, or payee, the proposed Consultant or payee must also indicate concurrence with the deletion of such clauses.
- 3.2.3 If no agreement form is included with the proposal, no such form will be approved by the City during the evaluation or award processes, or following award of Contract. If the proposal does not indicate the proposed Consultant, vendor or payee to be a person or company other than the Proposer, (1) only the Proposer will be considered as Consultant and (2) payments will be made only to the Proposer to whom the Contract is awarded.
- 3.2.4 The City of City Rapids will in no case agree to terms not submitted for review with the submittal of qualifications.

### 3.3 Payment Terms and Invoice Submittal

- 3.3.1 Payment terms for Services authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice and after Services are performed, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.
- 3.3.2 As a minimum, the invoice shall include the following information:
- Consultant name and address
  - Date of Services
  - City PO number
  - Description of Services
  - The total amount being invoiced
  - The Project Number / Contract Number (#PUR0218-132)
- 3.3.3 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.

3.3.4 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

- a) In a pdf format via e-mail to: [accountspayable@cedar-rapids.org](mailto:accountspayable@cedar-rapids.org)  
or
- b) Via US mail to: City of Cedar Rapids, Finance Department – Accounts Payable,  
101 First Street SE, PO Box 2148, Cedar Rapids, IA 52406-2148.

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

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

3.3.6 Actual travel time to and from the Service location is not reimbursable under the Contract.

### 3.4 Treatment of Documents and Records

#### 3.4.1 Ownership

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

#### 3.4.2 Confidentiality

Any individual subcontracted or employed by the Consultant with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Services of the Contract and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

#### 3.4.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, the Consultant chooses to dispose of Documents, disposal of Documents shall:

- a) comply with any retention requirements of the agreement, and
- b) be in a manner such that documents or information in the Documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

#### 3.4.4 Access/Retention

During the term of the Contract or following completion or termination of the Contract the Consultant shall maintain all accounting records and other documentation generated in performing the Services under the Contract.

The City or any duly authorized representative of the City shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and after all other pending matters under the Contract are closed.

This access shall be made available to the City or duly authorized agent and shall be considered incidental to the Scope of Services contained herein. As such, there shall be no additional compensation allowed the Consultant for maintaining this information and allowing the herein described access.

3.5 If Project is funded in any way utilizing Federal Funds the Consultant acknowledges that it may be required to submit to an audit of funds paid through the Contract and as may be conducted in accordance with provisions of

the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

3.6 Expenditure of Service

The City does not guarantee any minimum or maximum hours of work for the Consultant. There is no guaranteed minimum amount of services that will be required throughout the contract period.

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



## SECTION 4.0 – SCOPE OF SERVICES

### 4.1 Introduction

The City of Cedar Rapids Facilities Maintenance Division is seeking professional Design Engineering Services for HVAC and mechanical systems in a variety of City facilities. Future projects include Bender Pool HVAC and pool heating, IT Data Centers, and boiler replacements, as well as a variety of other mechanical needs. The scope of services to be provided shall be in accordance with all applicable codes and standards and will include, but not be limited to, the Scope of Services outlined in Section 4.2 below.

### 4.2 Scope of Services

#### 4.2.1 Planning

Review actual conditions and inform the City of any potential issues regarding design, material selection, and cost estimation as well as life-cycle cost analysis.

#### 4.2.2 Design

Prepare project plans and specifications in accordance with any applicable regulatory agency's format to ensure permit acquisition. Prepare preliminary project cost estimates and perform field reviews as needed. Once design is finalized provide AutoCAD (2D & 3D) and PDF copies of plans to the City's Project Manager.

#### 4.2.3 Bidding

Attend pre-bid meeting to address any questions about the project. Assist in the preparation of any necessary addenda as needed. Assist in review of bids and provide recommendations to City staff.

#### 4.2.4 Construction Services

Attend and lead pre-construction conference. Review, prepare and approve shop drawings and schedules. Perform construction inspections including engineering support and inspection coordination. Review and respond to contractor questions. Review, prepare and follow up on product submittals. Document all change orders and advise the City in verifying validity of the change orders.

Consultant shall not direct the contractor in any means or methods to complete the construction, nor shall they direct or authorize the contractor to make any changes to the approved construction documents.

#### 4.2.5 Closeout Services

Develop project closeout punch list and ensure all items have been corrected and project is complete.

### 4.3 Professional Qualifications and Certifications

The engineering services to be provided shall be completed under the direction of a Professional Engineer licensed in the State of Iowa. The following shall be submitted for evaluation:

- Statement of Qualifications
- A letter of interest that includes a brief description of the firm's strengths in performing required services
- A list of professional references including at least three (3) current or former clients
- Schedule of rates
- Profiles of the senior members of the firm
- Additional exhibits, as appropriate, to demonstrate the experience of the firm. The purpose of these exhibits is to educate the evaluation committee regarding the firm's capabilities, expertise and experience

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

## SECTION 5.0 – EVALUATION AND SELECTION CRITERIA

### 5.1 Award

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

5.1.1 Award shall be made to the responsible Proposer submitting the most responsive proposal which offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City reserves the right to accept or reject any or all proposals; to resolicit the project; to use both primary and secondary consultants; to award proposals by groups; and to waive technicalities and formalities where it is deemed advisable in protection of the best interests of the City.

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

- a) The evaluation team shall determine which Proposer has submitted the most responsive and responsible qualifications.
- b) For projects equal to or greater than \$50,000, the City Council shall consider a resolution awarding the Contract and authorizing the City Manager to sign the Contract on behalf of the City. **Note**, as provided for by Section 4.03 of the Cedar Rapids Municipal Code, no Contract shall be deemed to be created and exist, unless and until the City Council adopts a resolution awarding the project and authorizing the City Manager to sign the Contract.
- c) Consultant signs the Contract.
- d) The City Manager and the City Clerk execute the Contract.
- e) The City issues a purchase order to the Consultant. The purchase order shall constitute authorization for the Consultant to commence the Services.

5.1.3 If the evaluation team determines that all the proposals received shall be rejected, the Proposers will be notified by the Purchasing Services Division accordingly. At that point, the City may, or may not, re-solicit the project.

### 5.2 Evaluation Criteria

Financial terms will not be the sole determining factor in the award. In general, the qualifications will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal.

5.2.1 Qualifications and Experience - 50% of total evaluation score

- a) Relevant experience of the firm, including capability and experience of key personnel and experience with other public or private agencies to provide similar services
- b) History of successfully providing similar services for public or private agencies
- c) Relevance of references, including performance on other city projects
- d) Financial responsibility/stability

5.2.2 Company Responsiveness to RFQ - 50% of total evaluation score

- a) Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- b) Proposed timeline
- c) Response to overall RFQ and compliance with submission guidelines
- d) Presentation of qualifications (completeness, organization, appearance, etc.)

5.3 The Company must not have any unresolved performance issues with the City of Cedar Rapids. The Company's performance as a prime Consultant or Subconsultant in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Qualifications.

5.4 The City may check the references provided and survey other local agencies during the evaluation period to ensure the Company does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.

5.5 Evaluation Procedures

Submittals will be evaluated by an evaluation team (hereinafter referred to as Team) using the following procedures. Each evaluator will rank each proposal on a scale of 1 to 10 for each of the criteria stated in Section 5.2. Evaluator scores will be averaged and the weighting percentage will be applied.

- 5.5.1 Team members will read each submittal and will evaluate based on their experience and judgment of how well the submittal addresses the City’s requirements. Each prospective company is assured that any submittal will be evaluated using the best available information and without any forgone conclusions.
- 5.5.2 The team members will convene to discuss the submittals. At this point, some firms may be eliminated from further consideration based on their overall response to the RFQ.
- 5.5.3 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of a submittal. References, as deemed appropriate, may be checked at any time during the process.
- 5.5.4 The team may arrange interviews, demonstrations and/or presentations with representatives of the top firms.
- 5.5.5 The team meets again for further discussion and then scores the top submittals based on the criteria stated in section 5.2.

5.6 A Proposer’s submission of qualifications constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

5.7 Buy Local Program

The Cedar Rapids City Council has passed a resolution adopting a Buy Local Program for the procurement of goods and/or Services by competitive bid or proposal. Preference shall be applied to acceptable bids or proposals from businesses located within Linn County who have submitted a notarized Local Business Certificate. An additional 2% preference will be given for Certified Small Businesses within Linn County, Iowa who are registered with the Federal Government as one of the following: Small and Disadvantaged Business, Service Disabled Veteran Owned Small Business and Woman Owned Small Business. See Attachment A for details. If your company is already registered, or if this does not apply to your business, do not complete the form.

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

## SECTION 6.0 – SUBMITTAL INSTRUCTIONS

### 6.1 Financial Submittal

Consultant shall submit their proposed all-inclusive hourly fee statement for any person who would potentially have hours charged to this project.

### 6.2 Non-Financial Submittal

6.2.1 In order to facilitate the analysis of responses to this RFQ, Consultants are required to prepare their submittals in accordance with the instructions outlined in this section. Consultants whose submittals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Cedar Rapids.

6.2.2 Submittals shall be prepared as simply as possible and provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the RFQ. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.

- a) Each of the four (4) sections listed below shall be tabbed and labeled.
- b) Each page shall be numbered on the bottom right hand corner.
- c) Submit one (1) original and three (3) copies.
- d) The submittal shall be organized as follows:

Submittal Tab Section	Title
1.0	Cover Letter and Executive Summary
2.0	Company Background and Experience
3.0	Response to Scope of Services
4.0	Submittal Forms and Rate Schedule

6.2.3 Tab 1.0 - The Consultant shall provide a Cover Letter on corporate letterhead, signed by an authorized representative of the company and an Executive Summary which will be limited to a brief narrative highlighting the Consultant's qualifications. The Executive Summary should not include cost quotations.

6.2.4 Tab 2.0 - Consultants shall provide information about their company and the individuals assigned to provide the Services so the City of Cedar Rapids can evaluate the Consultant's stability and ability to support the commitments set forth in the RFQ. The City of Cedar Rapids, at its option, may require a Consultant to provide additional documentation and/or clarify requested information.

- a) Brief description of the company including company size and organization, past history, present status, future plans, etc.
- b) Provide the name of the principal or project manager in your firm, including his/her office location, who will have direct and continued responsibility for the services provided to the City. This person will serve as the firm's first point-of-contact on all matters dealing with services and the handling of day-to-day activities through the duration of the project.
- c) Identify other individuals who will be assigned to this project by name, job classification and office location.
- d) Describe the professional experience of each individual proposed to be assigned to this project, including the project manager, and provide a detailed listing of the projects they have worked on for other clients.

6.2.5 Tab 3.0 - Consultants shall provide their response to the Scope of Services, including an outline for project management and task implementation. The work plan must detail the firm's services to be performed and a schedule that the firm proposes for completing the project.

6.2.6 Tab 4.0 - Submittal Forms (Attachment A, includes General Company Information Form, Certification Regarding Ability to Obtain Required Insurance, Signature Page Form, and Buy Local Packet, if applicable)

6.2.7 All offers and other work products submitted in response to this RFP shall become the property of the City of Cedar Rapids.

----- End of Section 6.0 -----

**ATTACHMENT A**  
**SUBMITTAL FORMS**

For

**MECHANICAL DESIGN ENGINEERING SERVICES**  
**RFQ #PUR0218-132**

<b>FORM NAME</b>	<b>Page</b>
General Company Information Form.....	14
Certification Regarding Ability to Obtain Required Insurance.....	15
Signature Page Form.....	16
Buy Local Packet (submit only if applicable).....	17

**GENERAL COMPANY INFORMATION FORM**

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

General Description of the Company: \_\_\_\_\_

Type of Organization (franchise, corporation, partnership, etc.) \_\_\_\_\_

Number of years in business: \_\_\_\_\_

**References**

List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. (Name of firm, address, contact person, phone number)

**Reference #1 - Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person & Phone: \_\_\_\_\_

Date & Description of Job: \_\_\_\_\_

Contract Value: \_\_\_\_\_

**Reference #2 - Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person & Phone: \_\_\_\_\_

Date & Description of Job: \_\_\_\_\_

Contract Value: \_\_\_\_\_

**Reference #3 - Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person & Phone: \_\_\_\_\_

Date & Description of Job: \_\_\_\_\_

Contract Value: \_\_\_\_\_

**Personnel**

Name and title of person overseeing the City account: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Names, titles and years of experience of persons expected to service the City account:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION REGARDING ABILITY TO OBTAIN REQUIRED INSURANCE**

**CERTIFICATION BY PROPOSER’S INSURANCE AGENT/BROKER REGARDING PROPOSER’S ABILITY TO OBTAIN REQUIRED INSURANCE COVERAGE AND ENDORSEMENTS**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements referenced in Attachment B, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverage and endorsements if selected as the successful proposer of the RFQ to which my client has responded:

Project Name and Number: \_\_\_\_\_

Legal Name of Proposer: \_\_\_\_\_

Name/Address of Insurance Agency:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Agent/Broker (Print): \_\_\_\_\_

Signature of Agent/Broker: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**SIGNATURE PAGE FORM**

The undersigned, having examined these documents and having full knowledge of the condition under which the Services described herein must be provided, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Services be furnished and that all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

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

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

Federal ID Number \_\_\_\_\_

D-U-N-S (<https://fedgov.dnb.com/webform>) \_\_\_\_\_

Iowa Department of Labor Registration Number, if applicable \_\_\_\_\_

**ADDENDA {It is the Proposer’s responsibility to check for issuance of any addenda}**

The above-signed hereby acknowledges receipt of the following addenda:

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

**PROPOSED SUB-CONSULTANTS (Reference General Terms and Conditions, section titled *Subcontracting*).**

If awarded this project, do you plan to use any sub-consultants? Yes  No  If yes, list information below.

Sub-consultant Company Name	Address	IA Contractor Registration # (if applicable)

We choose not to submit qualifications at this time.       We would like to be considered for future solicitations.



## BUY LOCAL PACKET

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

1. Who is local?

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

2. How do I apply for local preference status?

- a. Complete a "Local Business Certificate". (See page 3 of this packet)
- b. Mail the notarized, completed certificate to:  
City of Cedar Rapids – Purchasing Division  
101 First Street SE  
Cedar Rapids, IA 52401

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

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

[http://www.cedar-rapids.org/local\\_government/departments\\_g\\_-\\_v/purchasing\\_services/buy\\_local.php](http://www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/buy_local.php)

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

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

No, the following types of purchases are excluded:

- a. Purchases subject to the competitive laws of the State of Iowa
- b. Purchases subject to federal, state or county grant stipulations
- c. Purchases from the State of Iowa or other national contracts
- d. Sole source purchases

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

Please send questions via email to [buylocal@cedar-rapids.org](mailto:buylocal@cedar-rapids.org)

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

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

7. How does the Buy Local Program work?

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

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

10% for bids less than \$25,000

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

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

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

- This bid is less than \$25,000 so the preference is 10%
- Vendor B submitted the lowest bid of \$14,770.55
- Vendor B is not a local business
- Vendor A submitted the next lowest bid of \$15,147.99
- Vendor A is a certified local business
- $\$15,147.99 - \$14,770.55 = \$377.44 / 14,770.55 = 2.56\%$
- The difference between the two bids is 2.56% which is within 10% so the local preference applies
- The bid is awarded to the local vendor, Vendor A for \$15,147.99

Example B: Preference shall be given in the procurement of goods and/or services by Request for Proposal (RFP) by awarding additional points to the evaluation scores of proposals received from certified local businesses as follows:

10% of all available points for proposals less than \$25,000

5% of all available points for proposals equal to or greater than \$25,000 but less than \$200,000

1% of all available points for proposals equal to or greater than \$200,000

Proposal Summary			
	Vendor A	Vendor B	Vendor C
	Iowa City, IA	Cedar Rapids, IA	Hiawatha, IA
Points	976.7	723	636.8
Points for Local Preference	0	50	50
TOTAL POINTS	976.7	773	686.8

- This proposal is greater than \$25,000 but less than \$200,000 so the preference is 5%
- The total available points are 1,000 (5% of 1,000 points = 50 points)
- The proposal received from Vendor A was given 976.7 points by the evaluation team
- Vendor B and Vendor C each received 50 additional points per the local preference policy
- After the additional points were applied, Vendor A remained the highest ranked proposal
- Local preference did not change the award in this case



STATEMENT OF POLICY

CITY OF CEDAR RAPIDS LOCAL BUSINESS CERTIFICATE

Pursuant to Cedar Rapids City Council Resolution 1239-10-10, in conducting the procurement of goods and/or services by competitive solicitation, the City of Cedar Rapids shall give preference to a responsive bid or proposal from a business located within the limits of Linn County, Iowa over an acceptable bid or proposal submitted by a business located outside of Linn County.

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

- 10% for bids less than \$25,000
• 5% for bids equal to or greater than \$25,000 but less than \$200,000
• 1% for bids equal to or greater than \$200,000

Preference shall be given in conducting procurement of goods and/or services by request for proposal by awarding additional points to each proposal where the business is located in Linn County as follows:

- 10% of all available points for proposals less than \$25,000
• 5% of all available points for proposals equal to or greater than \$25,000 and less than \$200,000
• 1% of all available points for proposals equal to or greater than \$200,000

The local preference is not applicable to goods and services purchased with the assistance of federal, state or county grants or funds, or pursuant to the competitive laws of the State of Iowa.

WRITTEN STATEMENT REQUESTING LOCAL BUSINESS STATUS

I, \_\_\_\_\_, am an authorized representative of \_\_\_\_\_ (name of business) and on behalf of the business request that it be deemed to be a local business for purposes of the City of Cedar Rapids "Buy Local" program. Answering yes to question 1 and either question 2 or 3 listed below will qualify the business as a local business. In support of this request I certify the following information as being true and correct:

Table with 3 rows and 3 columns. Row 1: (1) Is your business located within the limits of Linn County, Iowa? [Yes/No] No. of Years: \_\_\_\_\_. Row 2: (2) Did your business pay Linn County property taxes on a plant, office or store occupied by the business for the past year? [Yes/No] Street address of property: \_\_\_\_\_ Is this your home residence? [Yes/No] If yes, see page 1, #6. Row 3: (3) Did your business pay rent for the past year to a landlord or owner who has paid Linn County property taxes for the past year on a plant, office or store occupied by your business? [Yes/No] Street address of property: \_\_\_\_\_ Is this your home residence? [Yes/No] If yes, see page 1, #6.

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

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_
Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_
Phone \_\_\_\_\_ Email \_\_\_\_\_ County \_\_\_\_\_

Subscribed and sworn to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before the undersigned Notary Public.

NOTARY PUBLIC, STATE OF IOWA

To confirm your status, check the certified local business list which is posted on the City's website:
http://www.cedar-rapids.org/local\_government/departments\_g\_-\_v/purchasing\_services/buy\_local.php.
Questions about the Buy Local program may be emailed to buylocal@cedar-rapids.org.

Mail the notarized, completed certificate to ->->-> City of Cedar Rapids - Purchasing Division
101 First Street SE
Cedar Rapids, IA 52401

Internal Use Only: Vendor ID: \_\_\_\_\_ Vendor Location ID: \_\_\_\_\_ Updated by: \_\_\_\_\_



STATEMENT OF POLICY

CITY OF CEDAR RAPIDS SMALL BUSINESS CERTIFICATE

On August 8, 2017, the City Council approved Resolution No. 1048-08-17 to amend the Purchasing Manual to include an additional preference for Certified Small Businesses within Linn County, Iowa who are registered with the Federal Government as one or more of the following: Small and Disadvantaged Business, Service Disabled Veteran Owned Small Business or Woman Owned Small Business.

In order for a business to be entitled to a local preference and a small business preference, a business must have the following:

- 1. Completed, approved, notarized Local Business Certificate on file with the City of Cedar Rapids Finance Department (see pages 1-3);
2. Completed, approved, notarized Small Business Certificate on file with the City of Cedar Rapids Finance Department (see page 4);
3. DUNS# and
4. Be registered with the Federal Government on the System for Award Management (SAM) website (www.sam.gov).

The preference is not applicable to sole source purchases, goods and services purchased with the assistance of federal, state or county grants or funds, or pursuant to the competitive laws of the State of Iowa.

Preference shall be given to Certified Small Businesses in conducting procurement of goods and/or services by bid, quote or proposal as follows:

- 1. For Bids and Quotes: An extra 2% shall be applied for Certified Local Businesses who are registered with the Federal Government as a Small Business and designated as one or more of the types of businesses described herein.
2. For Proposals: An extra 2% of all available points shall be applied for Certified Local Businesses who are registered with the Federal Government as a Small Business and designated as one or more of the types of businesses described herein.

WRITTEN STATEMENT REQUESTING SMALL BUSINESS STATUS

I, \_\_\_\_\_, am an authorized representative of \_\_\_\_\_ (name of business) and on behalf of the business request that it be deemed to be a small business for purposes of the City of Cedar Rapids "Buy Local" program. In support of this request I certify the following information as being true and correct:

Form with fields for: Name of Business, Do you have a DUNS Number?, Does your company have an active registration with the Federal Government on the SAM website, and Indicate which small business designation your company is registered as on the SAM website.

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

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_
Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_
Phone \_\_\_\_\_ Email \_\_\_\_\_ County \_\_\_\_\_

Subscribed and sworn to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before the undersigned Notary Public.

\_\_\_\_ NOTARY PUBLIC, STATE OF IOWA

Mail the notarized, completed certificate to ->->- City of Cedar Rapids - Purchasing Division
Internal Use Only: 101 First Street SE Cedar Rapids, IA 52401
Vendor ID: \_\_\_\_\_ Vendor Location ID: \_\_\_\_\_ Updated by: \_\_\_\_\_

## **ATTACHMENT B – INSURANCE REQUIREMENTS**

### **Section I – Basic Insurance Requirements**

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

**General Liability Insurance:** Consultant shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability

**Automobile Liability Insurance** with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of the Contract by the Consultant or its employees.

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

**Professional Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all services provided by the Consultant, its employees, or independent consultants. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the City certificates of insurance.

### **A COPY OF ONE (1) ENDORSEMENT IS REQUIRED:**

#### **Cancellation and Material Changes Endorsement**

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

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

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

### **Section II – Conditions of Contract**

The Consultant is required to purchase and maintain insurance coverage to protect the Consultant and City of Cedar Rapids throughout the duration of the Contract per the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Consultant to maintain this insurance in full effect will be treated as a failure on the part of the Consultant to comply with these requirements and be considered sufficient cause to suspend the services, withhold payment(s), and/or be disqualified in the future.

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

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

The Consultant is required to give the City notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

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

**Section III – Contract Approval**

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

List Mechanical Design Engineering Services, RFQ #PUR0218-132, as the Scope of Services the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

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

The Producer’s contact person’s name, phone number and e-mail address is required.

Certificates may be sent by e-mail ([r.johnson2@cedar-rapids.org](mailto:r.johnson2@cedar-rapids.org)) fax (888-815-3659), mail or delivery to the attention of Rebecca Johnson.

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