



"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 PROPOSAL

March 2, 2018

For
TRAFFIC SIGNAL BATTERY BACKUP SYSTEMS
RFP #PUR0218-136

Prepared by
City of Cedar Rapids
Purchasing Services Division

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Attachment	Attachment Name
A	Standard Terms and Conditions
B	Insurance Requirements
C	Submittal Forms (General Company Information, Certification Regarding Ability to Obtain Required Insurance, Proposal Pricing Submittal Form, Signature Page Form, Buy Local Packet)

SECTION 1.0 – NOTICE OF REQUEST FOR PROPOSAL (RFP)

1.1 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before 3:00 p.m. CDT on Thursday, March 29, 2018, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for the purchase and delivery of up to fifty (50) Traffic Signal Battery Backup Systems to be purchased over a six-month period, as requested by the City of Cedar Rapids Traffic Engineering Division.

1.2 RFP Timeline

Name of the Proposal Traffic Signal Battery Backup Systems, RFP #PUR0218-136

Date of Issuance Friday, March 2, 2018

Deadline for Questions Tuesday, March 20, 2018 at 3:00 p.m. CDT

Deadline for Proposal Submittal Thursday, March 29, 2018 before 3:00 p.m. CDT
Proposals time stamped 3:00 p.m. or after are late

Recommendation for Award April 24, 2018

Submit Proposal to: →→→→→→→→

Submit in a sealed envelope.

Address exactly as stated.

City Clerk Office Hours 8 am to 5 pm, Mon-Fri

Sealed Proposal: Traffic Signal Battery Backup Systems
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 proposals **are not** acceptable

Contact Person, Title Rebecca Johnson, CPPB, Purchasing Agent

E-mail Address 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 proposal responses that are received on or after the time stated above. Late submittals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.4 Proposals will be publicly opened on Thursday, March 29, 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 proposals will be revealed. The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the awarded proposal(s).

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

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

SECTION 2.0 – INSTRUCTIONS TO PROPOSERS

2.1 Federal Funding Provisions

This Project is not federally funded.

2.2 NOTICE: INSURANCE IS REQUIRED FOR THIS PROJECT

DELIVERY OF EQUIPMENT SHALL NOT BEGIN UNTIL THE CERTIFICATE OF INSURANCE AND ENDORSEMENT ARE RECEIVED AND APPROVED BY THE CITY.

At all times during the term of the Contract, and any extensions thereof, the Vendor shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to the City. Such insurance will protect the Vendor from liability and claims for injuries and damages which may arise out of or result from the Vendor's operations under the Contract and for which the Vendor may be liable, whether such operations are by the Vendor or by a Subcontractor 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 Vendor and the City, but without restricting or waiving any obligations of the Vendor herein contained, the Vendor shall insure the risks associated with the Equipment supplied and the Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS.

2.3 Whenever used in this RFP the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Vendor shall mean the firm providing the battery backup systems for the Traffic Engineering Division. Subcontractor shall mean any person, firm, or corporation who contracts with the Vendor to perform a service for which the basis of payment or Scope of Work is identified as a part of this RFP. Project Manager shall mean Ben Dugan, Traffic Signal Supervisor, who is the designated coordinator and administrator for the Work 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 Proposal and all attachments.

2.5 Pre-Proposal Meeting

There is no Pre-proposal meeting for this Project.

2.6 This Request for Proposal does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

2.7 Addenda

Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Proposer in writing by Tuesday, March 20, 2018 at 3:00 p.m. CDT. FAX or E-MAIL all questions to Rebecca Johnson at (888) 815-3659 or 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 C). 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

2.8 Exceptions to Documents

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

2.9 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 service being offered shall be addressed in writing and submitted with the Proposal.

2.10 Incomplete Information

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

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

2.12 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 RFP) between proposers and any City employee, City official or City Project Manager, outside of the Purchasing Services Division, during the entire competitive proposal process is strictly prohibited. Such actions will result in removal of the Vendor from the vendors list and rejection of the Vendor's proposal. **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 term of the Contract shall commence on the date the City executes the Contract and shall end on October 31, 2018. The City is requesting shipment of ten (10) battery backup systems per month from May through September.
- 3.1.2 A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the equipment to be supplied, 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.
- 3.1.3 The City reserves the right to make changes to the equipment 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 Vendor. The Vendor shall not change the Scope of Work until authorized in writing by the City. Vendor shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Vendor and the City. The Contract may only be amended, supplemented or modified by a written document executed by the Vendor and the City Manager.
- 3.1.4 In accordance with the provisions and conditions of the Contract, Vendor shall freely enter into the Contract for the purpose of providing equipment to the City and to be compensated for the equipment.
- 3.1.5 No price escalation will be allowed during the term of the contract.

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 Vendor, or payee, the proposed Vendor 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 Vendor or payee to be a person or company other than the Proposer, (1) only the Proposer will be considered as Vendor 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 proposal submittal.

3.3 Payment Terms and Invoice Submittal

- 3.3.1 Payment terms for equipment authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice and after equipment is provided, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.
- 3.3.2 Invoices shall include the following information:
 - Vendor name and address
 - Date of Delivery
 - City PO number
 - Description of Equipment
 - Unit price, quantity, and extended price for each line item
 - The total amount being invoiced
 - The Project Number / Contract Number (#PUR0218-136)

- 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
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) Equipment that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Vendor;
 - b) Damage for which Vendor is liable under the Contract;
 - c) Valid liens or claims of lien;
 - d) Valid claims of Subcontractors or other persons;
 - e) Delay in the progress or delivery of equipment;
 - f) Inability of Vendor to supply the equipment;
 - g) Failure of Vendor to properly complete or document any pay request or invoice;
 - h) Any other failure of Vendor to perform any of its obligations under the Contract; or
 - i) 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 work 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 Vendor in connection with this project are the City's sole property in which the Vendor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Vendor by the City shall remain the sole property of the City. Nothing written in this paragraph, however, will be interpreted to forbid the Vendor from retaining a single copy of information for its files.

3.4.2 Confidentiality

Any individual subcontracted or employed by the Vendor 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 Work 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, Vendor and/or its subcontractors 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 Vendor and its Subcontractors, if any, shall maintain all accounting records and other documentation generated in performing the Work 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 Work contained herein. As such, there shall be no additional compensation allowed the Vendor for maintaining this information and allowing the herein described access.

- 3.5 If Project is funded in any way utilizing Federal Funds the Vendor 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 Estimated Quantities

The City does not guarantee that the quantities estimated will be accurate for the upcoming contract period. The City reserves the right to order decreased or increased amounts from those specified. However, the estimates are as accurate as we are able to determine. Actual quantities, whether lesser or greater than estimated, will not affect the prices as proposed and accepted for the term of the contract(s).

3.7 Descriptive Literature

Bidders shall include the manufacturer's literature that describes the basic or standard equipment to be furnished. Descriptive literature will be used in addition to bid specifications in determining award. However, if literature depicts something in conflict with City bid specifications, it is the bidder's responsibility to make that clear, in writing, to the City.

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

SECTION 4.0 – SCOPE OF WORK

4.1 Background - The City of Cedar Rapids is seeking Proposals from qualified Vendors for the purchase of up to fifty (50) traffic signal battery backup systems to be delivered over a six-month time period, as requested by the Traffic Engineering Division.

4.2 Equipment Specifications

4.2.1 Battery Packs

- a) Battery with total capacity of 2500 watt/hour, minimum
- b) Heavy duty battery connection system with “Anderson SB” style connectors
- c) Covered battery terminals to prevent arcing during installation
- d) 2-year battery warranty, minimum

4.2.2 Cabinet

- a) Stainless steel fasteners, latches, hinges, and other hardware
- b) Cabinet of all welded construction, brushed aluminum, designed to mount on back or side of P-size traffic signal cabinet
- c) Cabinet door with weatherproof gaskets, continuous hinge, #2 lock
- d) Components wired and conforming to NEMA, NEC and UL standards
- e) Cabinet bypass switch to allow inverter to be replaced while signal is operating
- f) Heated and fan-cooled with inlet air filter
- g) Exterior LED lamp to indicate when signal is running on battery

4.2.3 Inverter

- a) 2-year warranty, minimum
- b) Minimum 1300 VA or watt rating, true pure sine wave, and transient voltage protection
- c) Ethernet port for network communication, software viewable date/time stamp of events and alarms
- d) Automatic battery cycling by schedule
- e) Diagnostic display for counting battery use and run time
- f) On battery and low battery relay outputs for monitoring by signal controller
- g) Line Interactive System (Buck/Boost); able to tolerate continuous under and over voltage without consuming the battery power

4.3 Equipment

Equipment provided shall be new, unused, and of current model under standard production by the manufacturer. The specifications contained herein cover only the general requirements as to the type of equipment required and all parts not specifically mentioned but which are necessary to provide a complete system shall be provided by the successful vendor at the proposed price and shall conform in strength, quality of material and workmanship that is normal to the product being proposed. All components, including but not limited to assists, wiring, accessory mounting, parts, connectors and adjustments are to be in accordance with current standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with, or exceeding, industry standards.

4.4 Delivery

For purposes of this proposal and subsequent awards, City holiday closures are typically New Year’s Day, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates.

Pricing is to cover all freight (shipping) fees and delivery charges. Freight terms for delivery of equipment shall be FOB destination.

4.5 Operational Test and Acceptance

The battery backup system shall have an operational trial period prior to acceptance. This trial period will consist of operation in normal load conditions for 45 calendar days without substantial problems arising from the operation of the system. The City reserves the right not to accept the equipment if field tests demonstrate the equipment fails to operate satisfactorily or does not fully meet manufacturer's specifications or the performance capabilities as stated in the published product literature or offered verbally by the manufacturer's representative; or if equipment does not perform in a safe and satisfactory manner that is suitable for the City's needs. Minor deficiencies shall not preclude acceptance or payment.

The following items will be prepared and delivered to the City of Cedar Rapids at time of delivery:

- Warranty documentation made out to the City of Cedar Rapids;
- All appropriate equipment service instructions, warranty instructions and component diagrams (including complete wiring);
- Operator and Maintenance Manuals and complete parts listing.

In addition to other factors affecting acceptance, the system will not be considered as acceptable to the City of Cedar Rapids if any document listed above has not been prepared and delivered.

Acceptance shall be acknowledged in writing and granted by an official representing the City of Cedar Rapids upon successful completion of the operational test.

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

SECTION 5.0 – PROPOSAL EVALUATION AND AWARD

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 Vendors; 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 proposal.
- 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) Vendor signs the Contract.
- d) The City Manager and the City Clerk execute the Contract.
- e) The City issues a purchase order to the Vendor. The purchase order shall constitute authorization for the Vendor to commence the Work.

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 Proposal Evaluation Criteria

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

5.2.1 Equipment and Experience - 35% of total evaluation score

- a) Equipment features and compatibility with existing traffic signals
- b) Relevance of references, including other municipalities
- c) Knowledge, experience and demonstrated success providing similar equipment
- d) Technical support proposed
- e) Financial responsibility/stability

5.2.2 Financial Proposal - 40% of total evaluation score

5.2.3 Company Responsiveness to RFP - 25% of total evaluation score

- a) Equipment proposed meets or exceeds specifications
- b) Demonstrated understanding of the City's needs
- c) Proposed lead time for delivery of equipment and ability to ship ten (10) systems per month
- d) Responses to overall proposal and compliance with submission guidelines
- e) Proposal presentation (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 Vendor or Subcontractor in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Proposal.

5.4 The City may check the references provided and survey other local agencies during the proposal 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 Proposal Evaluation Procedures

Proposals will be evaluated by a proposal evaluation team (hereinafter referred to as Team) using the following procedure. 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 proposal and will evaluate based on their experience and judgment of how well the proposal addresses the City's requirements. Each prospective company is assured that any proposal submitted will be evaluated using the best available information and without any forgone conclusions.

5.5.2 The team members will convene to discuss the proposals. At this point, some firms may be eliminated from further consideration based on their overall response to the RFP.

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 proposal. 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 proposals based on the criteria stated in section 5.2.

5.5.6 At the discretion of the evaluation team, the top proposer(s) may be invited to submit a "best and final offer" to negotiate cost or deliverables.

5.5.7 The City would then enter into contract negotiations with the top Proposer.

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

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 C 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 Proposal

Only this portion of the proposal shall include the proposed pricing. Pricing is requested as an all-inclusive firm-fixed unit price per battery backup system. Pricing shall be indicated on the Pricing Submittal Form provided in Attachment C and included with the Submittal Forms under tab 5.0 as indicated in 6.2.2 below.

6.2 Non-Financial Proposal

6.2.1 In order to facilitate the analysis of responses to this RFP, Vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Vendors whose proposals 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 Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of the RFP. 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 five (5) 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 proposal and three (3) copies.
- d) The proposal shall be organized as follows:

Proposal Tab Section	Title
1.0	Cover Letter and Executive Summary
2.0	Company Background and Experience
3.0	Response to Scope of Work
4.0	Descriptive Literature
5.0	Submittal Forms

6.2.3 Tab 1.0 - The Vendor 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 Vendor's proposal. The Executive Summary should not include cost quotations.

6.2.4 Tab 2.0 - Vendors shall provide information about their company and the individuals assigned to the City's account so the City of Cedar Rapids can evaluate the Vendor's stability and ability to support the commitments set forth in the RFP. The City of Cedar Rapids, at its option, may require a Vendor 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 equipment provided to the City. This person will serve as the firm's first point-of-contact on all matters related to equipment supplied to the City.
- c) Identify other individuals who will be assigned to this project by name, job classification and office location.

6.2.5 Tab 3.0 - Vendors shall provide their response to the Scope of Work, including a detailed description of the features of the equipment proposed, reasons the equipment would be the right choice for the City, lead times for delivery of the equipment, and a description of warranty options available to support the equipment.

6.2.6 Tab 4.0 - Provide descriptive literature as described in Section 3.7 on page 8.

6.2.7 Tab 5.0 – Submittal Forms (Attachment C, includes General Company Information Form, Certification Regarding Ability to Obtain Required Insurance, Proposal Pricing Submittal Form, Signature Page Form and Buy Local Packet, if applicable)

- 6.2.8 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 – STANDARD TERMS AND CONDITIONS

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices proposed must, however, be based upon payment in net forty-five (45) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

1. The Vendor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act <https://www.law.cornell.edu/uscode/text/42/12101>.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation - <https://www.ada.gov/regs2010/2010ADAStandards/2010ADASTandards.htm>, Section 504 of the 1973 Rehabilitation Act <https://www.ada.gov/cguide.htm#anchor65610>, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Vendor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Rapids relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.
4. It is the responsibility of the Vendor to understand and implement the Accessible Design specifications indicated above (Article 26.1 and 26.2) into all applicable designs, including being aware of and making design considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Vendor is responsible to make the Contractor aware of the specifications and tolerances, for projects that involve ADA applicable items. Any subsequent inspection of installations, facilities, or construction that results in failure to meet the Accessible Design parameters due to improper design, these items shall be removed and replaced at the expense of the Vendor.

ASSIGNMENT - The City and the Vendor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Vendor are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

PROPOSAL CURRENCY/LANGUAGE - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All Proposal responses must be submitted in English.

PROPOSAL FORM - Each Proposer must submit an original proposal and additional copies as required on the forms attached. The Proposer shall correctly sign the proposal, and the proposal may be rejected if it shows any omissions, alterations of the form, additions not called for in the proposal, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

PROPOSAL INFORMATION IS PUBLIC - All documents submitted with any proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Cedar Rapids in connection with a proposal, the submitting party recognizes this and waives any claim against the City of Cedar Rapids and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Rapids and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Rapids arising from any opportunity.

PROPOSAL REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all proposals or parts thereof. The City further reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part such proposals where it is deemed advisable in protection of the best interests of the City.

CONFLICT OF INTEREST - Vendor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Vendor and the City that is a conflict of interest. No employee, officer or agent of the Vendor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Vendor shall be liable for any excess costs to the City as a result of the conflict of interest. The Vendor shall establish safeguards to prevent employees, Vendors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Vendor shall report any potential, real, or apparent conflict of interest to the City.

DISPUTES - Should any disputes arise with respect to the Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Vendor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all equipment that has been delivered, inspected, and accepted. Should the Vendor fail to continue to perform its responsibilities regarding all non-disputed deliveries, without delay, any additional costs incurred by the City or the Vendor as a result of such failure to proceed shall be borne by the Vendor. The unintentional delayed payment by the City to the Vendor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Vendor to stop or delay delivery of equipment.

FOB POINT AND FREIGHT/DELIVERY CHARGES - The FOB point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB-Destination. Freight/delivery charges are to be included in the quoted price of the goods, rather than as a separate line item.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

INDEMNIFICATION - The Vendor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Vendor, its employees, or any independent Contractors working under the direction of either the Vendor in the performance of the Contract.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Vendor certifies that in performing the Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

NO GIFT STANDARD - The City of Cedar Rapids is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the Vendor, nor anyone in the employment of the Vendor, has employed any person to solicit or procure the Contract nor will the Vendor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for equipment provided under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Vendor, nor anyone in the employment of the Vendor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Vendors that engage in contracts with the City of Cedar Rapids, Iowa agree as follows: The Vendor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following: (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Vendor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Vendor.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Cedar Rapids expects that Vendors will offer expertise on conformance of regulations applying to the equipment they provide.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the proposal procedure or (3) the award of the contract must do so in writing in accordance with the City's Protest Procedure which is posted on the City's website at http://www.cedar-rapids.org/document_center/Purchasing/Protest%20Procedure_14.pdf

SUBCONTRACTING - The equipment provided under the contract, or any portion thereof, may not be subcontracted without written approval from the City. All approved Subcontractors shall be listed in the resulting contract or in a written amendment to the contract.

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.

TAXES - The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made. The Cedar Rapids Tax ID number is 42-6004336.

TERMINATION OF CONTRACT FOR CONVENIENCE - The City may terminate the Contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished equipment, reports, materials(s) prepared or furnished by the Vendor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Vendor shall be paid for all equipment which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Vendor.

TERMINATION FOR CAUSE AND DEFAULT - If through any cause, the Vendor shall fail to fulfill in a timely and proper manner its obligations or if the Vendor shall violate any of the terms or conditions of the Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all equipment, reports, and delivered materials shall, at the option of the City, become its property, and the Vendor shall be entitled to receive compensation for any satisfactory equipment delivered, inspected, and accepted. Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Vendor and the City may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the City are determined.

WARRANTIES - GOODS

The Contractor warrants that all articles, materials and goods shall be consistent with manufacturer’s specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at Contractor’s expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

WARRANTIES - INTELLECTUAL PROPERTY - Vendor represents and warrants that all the materials, goods and services produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and services. The Vendor represents and warrants that the materials, goods and services, and the City’s use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other services or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Vendor further represents and warrants that the materials and services do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Contract.

----- End of Attachment A -----

ATTACHMENT B – INSURANCE REQUIREMENTS

Section I – Basic Insurance Requirements

Vendor, 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 Vendor's obligations and activities.

General Liability Insurance Vendor 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 Vendor or its employees.

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

REQUIRED ENDORSEMENT is to be added to the General Liability Policy. A Copy of the endorsement shall be produced with the certificate.

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 Vendor is required to purchase and maintain insurance coverage to protect the Vendor 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 Vendor to maintain this insurance in full effect will be treated as a failure on the part of the Vendor to comply with these requirements and be considered sufficient cause to suspend the deliveries, 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 Vendor continuing to furnish the CITY certificates of insurance.

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

The Vendor 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 Vendor'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 Traffic Signal Battery Backup Systems, RFP #PUR0218-136, as the Scope of Work 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), fax (888-815-3659), mail or delivery to the attention of Rebecca Johnson.

ATTACHMENT C

PROPOSAL SUBMITTAL FORMS

For

TRAFFIC SIGNAL BATTERY BACKUP SYSTEM

RFP #PUR0218-136

FORM NAME	Page
General Company Information Form.....	21
Certification Regarding Ability to Obtain Required Insurance.....	22
Proposal Pricing Submittal Form.....	23
Signature Page Form.....	24
Buy Local Packet (submit only if applicable).....	25

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:

Safety Record

Has your company received an OSHA violation in the past five (5) years?

☐ Yes

☐ No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

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 of 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 RFP 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: _____

PROPOSAL PRICING SUBMITTAL FORM

The Vendor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Proposal all necessary labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to provide the equipment and warranties described below, in accordance with the Scope of Work as described in Section 4.0. The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

Pricing

Description	Estimated Quantity	Firm Fixed Unit Price	Extended Price
Firm-fixed price for one traffic signal battery backup system as described herein, including delivery	50	\$	\$

Equipment Manufacturer: _____ Model: _____

Is descriptive literature included in proposal? ☐ Yes ☐ No

Warranty Information: _____

A signed contract and an approved purchase order will be the documents that authorize the Work to begin.

Lead time for delivery following receipt of purchase order: _____ calendar days

Are you able to deliver shipments of ten (10) systems per month beginning in May 2018 through September 2018? ☐ Yes ☐ No

If no, please explain how shipments will be handled: _____

Name of Company: _____

Authorized Signature: _____

Date: _____

SIGNATURE PAGE FORM

The undersigned, having examined these documents and having full knowledge of the condition under which the Equipment 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 Equipment 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 _____

The State of Iowa requires that all individual contractors and businesses performing "construction" work within Iowa be registered with the Division of Labor and renew that registration annually. More information about this law can be found at <http://www.iowaworkforce.org/labor/contractor.htm>

FIRM PRICING

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

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: _____

PAYMENT METHOD

Do you accept a credit card for payment of purchases? Yes ☐ No ☐

QUICK PAY DISCOUNT

If you provide a discount for quick payment, please state the discount and terms: _____ % _____ days

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

PROPOSED SUBCONTRACTORS (Reference General Terms and Conditions, section titled *Subcontracting*).

If awarded this project, do you plan to use any subcontractors? Yes ☐ No ☐ If yes, list information below.

Subcontractor Company Name	Address	IA Contractor Registration # (if applicable)

☐ We choose not to bid 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

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:

Name of Business: _____		
(1) Is your business located within the limits of Linn County, Iowa?	<input type="checkbox"/> Yes <input type="checkbox"/> No	No. of Years: _____
(2) Did your business pay Linn County property taxes on a plant, office or store occupied by the business for the past year?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Street address of property: _____ Is this your home residence? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, see page 1, #6
(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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Street address of property: _____ Is this your home residence? <input type="checkbox"/> Yes <input type="checkbox"/> 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:

Name of Business: _____		
Do you have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number: _____
Does your company have an active registration with the Federal Government on the System for Award Management (SAM) website (www.sam.gov).		<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate which small business designation your company is registered as on the SAM website		<input type="checkbox"/> Small and Disadvantaged Business <input type="checkbox"/> Service Disabled Veteran Owned Small Business <input type="checkbox"/> Woman Owned Small Business

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 →→→
Internal Use Only:

City of Cedar Rapids – Purchasing Division
101 First Street SE Cedar Rapids, IA 52401

Vendor ID: _____ Vendor Location ID: _____ Updated by: _____