"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

September 15, 2015

For

CONSULTING SERVICES FOR NEW ZONING CODE
RFP #PUR0615-252

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)
D	Scope of Services

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 Friday, October 30, 2015, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for consulting services to comprehensively update the City's Zoning Code to ensure consistency with the City's Comprehensive Plan, EnvisionCR, as requested by the City of Cedar Rapids Community Development Department.

1.2 RFP Timeline

Name of the Proposal	Consulting Services for New Zoning Code – RFP #PUR0615-252
Date of Issuance	Tuesday, September 15, 2015
Pre-Proposal Meeting	Tuesday, September 29, 2015 at 1:00 p.m. CDT Edgewood Conference Room, City Hall 101 1st St. SE, Cedar Rapids, IA 52401 If unable to attend in person, send e-mail to Rebecca Johnson at r.johnson2@cedar-rapids.org for instructions to join via phone
Deadline for Questions	Friday, October 16, 2015 at 3:00 p.m. CDT
Deadline for Proposal Submittal	Friday, October 30, 2015 before 3:00 p.m. CDT Proposals time stamped 3:00 p.m. or after are late
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: Consulting Services for New Zoning Code 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 **E-mail Address**	Rebecca Johnson, CPPB, Purchasing Agent 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 Friday, October 30, 2015 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**

SERVICES SHALL NOT BEGIN UNTIL THE CERTIFICATE OF INSURANCE AND ALL 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 legally liable, whether such operations are by the Consultant or by a Subconsultant 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 RFP 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 consulting services to update the City's Zoning Code for the Community Development Department. Subconsultant shall mean any person, firm, or corporation who contracts with the Consultant to perform a service for which the basis of payment or Scope of Services is identified as a part of this RFP. Project Manager shall mean Anne Russett, Planner in the Community Development Department, 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 Proposal and all attachments.

2.5 Pre-Proposal Meeting

In addition to the information contained in the Request for Proposal, you are strongly encouraged to attend a pre-proposal meeting to be held on Tuesday, September 29, 2015 at 1:00 p.m. CDT in the Edgewood Conference room at City Hall, 101 1st Street SE, Cedar Rapids, Iowa. If unable to attend in person, you may e-mail Rebecca Johnson at r.johnson2@cedar-rapids.org for instructions to join by phone. The City is inviting all proposers to attend this meeting to ask specific questions and request clarifications on the specification portion of this RFP document. All interested proposers are strongly encouraged to attend in order to familiarize themselves with all conditions that may affect the time or cost of performance.

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 Friday, October 16, 2015 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.
http://www.cedar-rapids.org/government/departments/purchasing/Pages/currentbidopportunities.aspx

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 Consultant from the vendors list and rejection of the Consultant's proposal. **The ONLY official position of the City is that position which is stated <u>in writing</u> 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 January 31, 2018.

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.

3.1.6 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Consultant requests a price increase, the Consultant shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance 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 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 proposal submittal.

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 <u>and</u> after Services are 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:

- Consultant name and address
- Date of Services

- City PO number
- Description of Services
- The total amount being invoiced
- The Project Number / Contract Number (RFP #PUR0615-252)

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) 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) Valid claims of Subconsultants or other persons;

e) Delay in the progress or completion of the Services;

f) Inability of Consultant to complete the Services;

g) Failure of Consultant to properly complete or document any pay request or invoice;

h) Any other failure of Consultant 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 <u>not</u> 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, Consultant and/or its subconsultants 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 and its Subconsultants, if any, 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 Background - The City of Cedar Rapids is seeking Proposals from qualified Consultants to provide consulting services to comprehensively update the City's Zoning Code to ensure consistency with the City's comprehensive plan, EnvisionCR, as requested by the Community Development Department. The EnvisionCR plan is posted on the City's website at:
http://www.cedar-rapids.org/government/departments/community-development/city_planning/Pages/default.aspx

4.2 Scope of Services

The primary deliverables for this project include, but are not necessarily limited to, the following:

4.2.1 New Zoning Code

4.2.2 New Zoning Map

4.2.3 Public Right-of-Way and Public Space Standards

4.2.4 Review of Municipal Code

4.2.5 Development Handbook

4.2.6 Post Adoption Training and Application Materials

Detailed descriptions of anticipated deliverables and complete Scope of Services are provided in Attachment D.

4.3 Timeline

The Consultant's work on the Project is anticipated to begin in January 2016, with final drafts of the deliverables to be completed by September 2017. Proposals submitted shall include a proposed work plan and timeline that falls within these dates.

---------- 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 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 proposal.

b) For projects equal to or greater than $25,000, 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 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 Qualifications and Experience

a) Project Team Organization

- Organization chart indicating key personnel assignments and the overall organization of the work effort
- Specific qualifications of key individuals proposed for this project
- Geographic location and current major assignments of key individuals; personnel should not be proposed unless they will be available to fulfill proposed project commitments
- If the proposal includes the use of multiple firms, relationship between firms must be clearly identified

b) Capabilities and Experience of Firm

- Provide specific information regarding firm's experience and capabilities with a focus on past or present experience with other zoning code updates or other projects similar in scope
- Provide documentation of successful similar projects with specific examples and explanation of why they are applicable to this project

c) References

- Provide references for projects similar in scope that best demonstrate firm's ability to complete the proposed project successfully according to the project schedule
- For each reference, provide a brief description of the project, the client name, year completed, estimated and actual cost, and the portion of work for which your firm was responsible. Responsibilities of any personnel on referenced projects who are proposed for work on this

project should be specified. A summary of implementation progress since the adoption of the plan or program should be provided.

d) Project Management

- Demonstrate approach to the proposed project, including how your firm would resolve problems, quality control measures, cost control, public engagement techniques, City staff involvement, and general resource management.

e) Financial responsibility/stability of firm

5.2.2 Company Responsiveness to RFP

a) Total scope of services proposed

b) Demonstrated understanding of the project

c) Proposed timeline and approach to project

d) Reponses to overall proposal and compliance with submission guidelines

e) Proposal presentation (completeness, organization, appearance, etc.)

5.2.3 Financial Proposal

Sealed financial proposals will be opened and evaluated after the evaluation committee has short-listed the most qualified firms for this project.

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 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.

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 sections 5.2.1 and 5.2.2.

5.5.6 Sealed financial proposals are opened for top scoring proposal(s) remaining under consideration.

5.5.7 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.

5.5.8 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 proposals from businesses located within Linn County who have submitted a notarized Local Business Certificate. 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

This portion of the proposal shall include ONLY the proposed cost and shall be submitted in a separate sealed envelope that is clearly marked "Financial Proposal". **The financial proposal shall NOT be included in the same envelope with the non-financial proposal.** Financial proposals will not be opened until after the evaluation committee has short-listed the most qualified firms for this project.

Pricing is requested as one (1) firm fixed price for the completed Project, inclusive of all expenses. The financial proposal shall include an estimated payment schedule with each payment attached to a specific deliverable within the Project. Deliverables are stated in Attachment D.

6.2 Non-Financial Proposal

6.2.1 In order to facilitate the analysis of responses to this RFP, Consultants are required to prepare their proposals in accordance with the instructions outlined in this section. Consultants 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 Consultant'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. **There shall be no cost information included in the non-financial proposal.**

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, five (5) hard copies, and one (1) electronic copy on flash drive or CD. Both hard copy and electronic versions of financial proposal and non-financial proposal must be separate and clearly labeled.

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 Services
4.0	Sample report documents
5.0	Submittal forms

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 proposal. The Executive Summary should not include cost quotations.

6.2.4 Tab 2.0 - Consultants shall provide information about their company and any sub-consultants or partnering firms, 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 RFP. 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 and any sub-consultants or partnering firms, 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. Please note that timely completion of this project is critical.

6.2.6 Tab 4.0 - Provide draft sample documents of zoning code updates, zoning maps, and zoning handbooks (or equivalent deliverables) the firm and/or individual project team members have completed for other municipalities.

6.2.7 Tab 5.0 – Submittal Forms (Attachment C, includes General Company Information Form, Certification Regarding Ability to Obtain Required Insurance, 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.

ASSIGNMENT - The City and the Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Consultant 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 - Consultant represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Consultant and the City that is a conflict of interest. No employee, officer or agent of the Consultant 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 Consultant shall be liable for any excess costs to the City as a result of the conflict of interest. The Consultant shall establish safeguards to prevent employees, consultants, 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 Consultant 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 Consultant 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 Services properly performed. Should the Consultant fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Consultant as a result of such failure to proceed shall be borne by the Consultant. The unintentional delayed payment by the City to the Consultant of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Consultant to stop or delay Services.

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 Consultant 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 negligent acts, done by the Consultant, its employees, or any independent Consultants working under the direction of either the Consultant 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 Consultant 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 Consultant, nor anyone in the employment of the Consultant, has employed any person to solicit or procure the Contract nor will the Consultant 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 Services rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Consultant, nor anyone in the employment of the Consultant, 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 Consultants that engage in contracts with the City of Cedar Rapids, Iowa agree as follows: The Consultant 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 Consultant 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 Consultant.

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 Consultants will offer expertise on conformance of regulations applying to the services 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://cedar-rapids.org/government/departments/purchasing/Documents/Protest%20Procedure_14.pdf

SUBCONTRACTING – The Services relating to this Project, 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 Consultant hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Consultant 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 Consultant 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 Services, reports, materials(s) prepared or furnished by the Consultant 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 Consultant shall be paid for all Services 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 Consultant.

TERMINATION FOR CAUSE AND DEFAULT - If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations or if the Consultant 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 Consultant 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 completed Services, reports, and delivered materials shall, at the option of the City, become its property, and the Consultant shall be entitled to receive compensation for any satisfactory Services completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Consultant and the City may withhold any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the City are determined.

WARRANTIES – INTELLECTUAL PROPERTY - Consultant 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 Consultant or that the Consultant has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and services. The Consultant 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. Consultant 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 Consultant 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.

WARRANTIES -PROFESSIONAL SERVICES - The Consultant shall perform Services for, and furnish deliverables to, the City pertaining to the Project as set forth in this Contract. The Consultant shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances. The Consultant shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.

Consultant represents that the Services and all of its components shall be free of defects caused by negligence; shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application; shall conform to the requirements of this Contract; and shall be sufficient and suitable for the purposes expressed in this Contract.

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all Documents and other items and Services under this Contract. Consultant shall, promptly and without charge, provide all corrective Services necessary as a result of Consultant's negligent acts, errors, or omissions with respect to the quality and accuracy of Services and documents.

Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent acts, errors, or omissions, and for any losses or costs to repair or remedy any services undertaken by City based upon the services as a result of any such negligent acts, errors, or omissions.

Consultant's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Consultant.

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

ATTACHMENT B – INSURANCE REQUIREMENTS

Section I – Basic Insurance Requirements

Consultant, at its own expense, shall procure and maintain during the life of this 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 with limits of at least $1,000,000 per occurrence and $2,000,000 general aggregate Bodily Injury and Property Damage. Coverage shall include the following extensions: Premises and Operations, Products and Completed Operations, Personal and Advertising Injury, Independent Consultant Coverage and Contractual 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 this contract by the Consultant or its employees.

Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Statutes. The coverage limits shall include $500,000 each accident for Bodily Injury by Accident, $500,000 each employee for Bodily Injury by Disease, and $500,000 policy limit for Bodily Injury by Disease.

Professional Liability Insurance with limits of at least $1,000,000 per occurrence covering all work performed by the Consultant, its employees, Subconsultants, 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.

THREE (3) ENDORSEMENTS REQUIRED:

1. Additional Insured Endorsement:

Except for Workers' Compensation and Professional Liability, the policies shall include the City Additional Insured Endorsement of: The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's Services provided for the City of Cedar Rapids, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether available coverage be primary, contributing, or excess.

2. Non-Waiver of Governmental Immunities Endorsement (Iowa):

a. **Non-waiver** of Government Immunity The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as It may be amended from time to time.

b. Claims Coverage The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.

c. Assertion of Government Immunity The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.

d. Non-Denial of Coverage The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.

e. No Other Change in Policy The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

3. 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 this Contract as enumerated above in 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 work, 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 to be an Additional Insured with coverage being primary and not contributing with any other insurance or similar protection available to the City whether any other coverage is primary, contributing or excess.

In the case of any work sublet, the Consultant shall require Subconsultants and independent Consultant working under the direction of either the Consultant or a Subconsultant to carry and maintain the same workers compensation and liability insurance required of the Consultant.

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 Consulting Services for New Zoning Code, RFP #PUR0615-252, 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.
Endorsements, as required in Section I, shall be included with the Certificate of Insurance to evidence that the policy has been endorsed.
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

CONSULTING SERVICES FOR NEW ZONING CODE

RFP #PUR0615-252

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

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: _____

Dates of Work: _____

Description of Project: _____

Contract Value: _____

Reference #2 - Name: _____

Address: _____

Contact Person & Phone: _____

Dates of Work: _____

Description of Project: _____

Contract Value: _____

Reference #3 - Name: _____

Address: _____

Contact Person & Phone: _____

Dates of Work: _____

Description of Project: _____

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 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: _____

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 _____

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 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 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:

   www.cedar-rapids.org/government/departments/purchasing

   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 Contractor'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			
	Contractor A	Contractor B	Contractor 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%
- Contractor B submitted the lowest bid of $14,770.55
- Contractor B is not a local business
- Contractor A submitted the next lowest bid of $15,147.99
- Contractor 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 Contractor 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			
	Contractor A	Contractor B	Contractor 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 Contractor A was given 976.7 points by the evaluation team
- Contractor B and Contractor C each received 50 additional points per the local preference policy
- After the additional points were applied, Contractor 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 Here →→→		
(1) Is your business located within the limits of Linn County, Iowa?	☐ Yes ☐ 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?	☐ Yes ☐ No	Street address of property: _____ Is this your home residence? ☐ Yes ☐ 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?	☐ 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: www.cedar-rapids.org/government/departments/purchasing.

Questions about the Buy Local program may be emailed to buylocal@cedar-rapids.org.

Mail the notarized, completed certificate to →→→ City of Cedar Rapids
Finance Department – Purchasing Services Division
101 First Street SE
Cedar Rapids, IA 52401

Internal Use Only:

Contractor ID: _____ Contractor Location ID: _____ Updated by: _____

Attachment D – Scope of Services

City of Cedar Rapids New Zoning Code

Project Description

The City of Cedar Rapids recently adopted a comprehensive plan, known as EnvisionCR. EnvisionCR identifies seven guiding principles and multiple goals across six elements related to land use, transportation, environmental resources, public services, economic development, and other policy areas. Related to land use, EnvisionCR outlines an approach that encourages a mix of land uses and identifies specific intensities and densities through the creation of Land Use Typology Areas (LUTAs).

For more information on EnvisionCR, please visit: http://www.cedar-rapids.org/government/departments/community-development/city_planning/pages/default.aspx

The City of Cedar Rapids Community Development Department is seeking consultant services to comprehensively update the City's Zoning Code to ensure consistency with EnvisionCR.

The following are the main deliverables sought:

1. *New Zoning Code:* A complete re-write of the Zoning Code that ensures consistency with EnvisionCR, balances the City's diverse needs and goals, and focuses on the physical character and form of development. The goal of the Zoning Code rewrite is to develop criteria which ensure high quality and context sensitive development throughout the community. The Zoning Code should be sensitive to different character areas of the community, promote mixed and integrated land use developments, and represent current best practices in zoning code implementation.

2. *New Zoning Map:* A new Zoning Map that applies the new code.

3. *Public Right-of-Way and Public Space Standards:* These standards may include standards for sidewalks, travel lanes, parking, as well as landscaping and lighting. This may be a stand-alone ordinance, incorporated into another municipal code section, or incorporated into the Zoning Code. The goal of these standards is to ensure the City's public right-of-ways align with land use standards and neighborhood contexts.

4. *Review of Municipal Code:* A review of the City's municipal code sections that apply to the land development process to identify sections that may need to be amended to ensure consistency with the new Zoning Code and the Public ROW and Public Space Standards.

5. *Development Handbook:* An easy to read handbook that helps laypersons navigate land development regulations and processes.

6. *Post Adoption Training and Application Materials:* Materials and forms for the City staff to utilize as part of post-adoption training and implementation.

Deliverables
Deliverables that require review and editing by the City staff shall be provided in an editable format (e.g. Word). All GIS files and graphics shall also be provided for all deliverables.

Scope of Work

A. Project Management

The Consultant shall conduct a project initiation meeting with City staff within one week of the Notice to Proceed to discuss the scope of work, project schedule, available background information, and the proposed public participation process. The meeting shall be an orientation for the Consultant in order to gain an understanding of specific issues, City policies, and opportunities and issues relating to growth and development within Cedar Rapids.

City staff will provide the Consultant with relevant planning and policy reports including the latest versions of the Zoning Code, EnvisionCR (i.e. the Cedar Rapids Comprehensive Plan), and other relevant plans and planning documents.

Task A.1: Project Work Plan

The Consultant shall provide a draft Project Work Plan that outlines the work program, tasks, and timeline for project completion.

The Consultant shall provide a project organization chart including the roles of lead consultants and subcontractors, and project staff allocation and reporting relationships.

Deliverable A.1.1: *Within two weeks following the project initiation meeting, the Consultant shall provide a final Project Work Plan that incorporates City staff's input.*

B. Assessment of Current Zoning Code & Character Analysis & Development of Report

Task B.1. Technical and Graphical Assessment of Current Zoning Code

The Consultant shall review the City's current Zoning Code. As part of this review the Consultants shall meet with City staff to obtain input and also hold stakeholder meetings with developers and others. This task shall also incorporate a graphical assessment of the current Zoning Code in order to identify regulations consistent and inconsistent with the direction of EnvisionCR.

Based on the review of the Zoning Code, State requirements, and input from City staff and other stakeholders, the Consultant shall develop a preliminary report that:

- Identifies sections of the Zoning Code that are ineffective, confusing, or in conflict with the direction of EnvisionCR,
- Evaluates the current use standards,
- Evaluates the current administrative and non-administrative permitting process,
- Evaluates the current fee structure,
- Evaluates the current standard zoning districts, zoning overlays, including historic districts, and special zoning districts
- Identifies key issues that require further discussion and study, such as regulations that promote development inconsistent with EnvisionCR, and
- Addresses any other concerns highlighted through discussions with City staff and others.

Deliverable B.1.1: *The Consultant shall prepare a preliminary report that covers the identified sections listed above in Task B.1.The preliminary report shall incorporate graphics and maps that help to visualize the current regulations.*

Task B.2. Community Character Documentation and Analysis

The Consultant shall document and analyze the city's existing built environment. This task shall incorporate extensive photo documentation. This task shall also identify communities or areas of the City that are similar in character.

Based on the community character documentation and analysis, the Consultant shall develop a preliminary report that identifies unique character areas/transects of the city. The community character documentation and analysis should distinguish between the unique areas of the city. For example, highly walkable areas versus more auto-oriented areas.

Deliverable B.2.1: *The Consultant shall prepare a preliminary report that covers the identified sections listed above in Task B.2.The preliminary report shall incorporate graphics and maps.*

Task B.3. Development of Report

Based on the work conducted in Tasks B.1 and B.2, the Consultant shall incorporate the findings of the preliminary reports into a final report. The report shall recommend an approach to updating the Zoning Code that focuses on the physical character and form of development. The report shall also include examples from other local jurisdictions implementing best practices.

Deliverable B.3.1: *The Consultant shall prepare a final report that incorporates findings, graphics, and maps from Tasks B.1 and B.2.*

C. Stakeholder Outreach & Visioning Process

The Consultant shall develop a comprehensive approach and coordinate stakeholder outreach efforts with the City staff to help identify issues with the current Zoning Code and possible modifications to incorporate as part of the Zoning Code Update.

Task C.1. Develop a Stakeholder Outreach Plan

The stakeholder outreach plan shall include an approach to stakeholder outreach to obtain feedback from members of the public on the Assessment of the Current Zoning Code, the Zoning Code Update, and the New Zoning Map.

Deliverable C.1.1: *The Consultant shall prepare a stakeholder outreach plan.*

Task C.2. Convene a Zoning Code Update Project Management Team

The Zoning Code Update Project Management Team shall consist of representatives from various City departments and divisions. The Project Management Team will focus on the feasibility of proposed changes, identify and address any issues related to implementation, and address any technical issues.

Deliverable C.2.1: *The Consultant shall prepare all materials necessary (e.g. posters, presentations and other graphics) for the Project Management Team meetings.*

Deliverable C.2.2: *The Consultant shall prepare notes from all meetings with the Project Management Team.*

Task C.3. Convene a Zoning Code Update Steering Committee

The Zoning Code Update Steering Committee shall consist of local leaders and representatives in the community with expertise in land use and development. The Steering Committee shall serve as advisors throughout the development of the Zoning Code Update. Groups represented may include housing advocates, preservationists, transportation professionals/planners, academics, developers, architects, engineers, and members of City Boards and Commissions.

Deliverable C.3.1: *The Consultant shall prepare all materials necessary (e.g. posters, presentations and other graphics) for the Steering Committee meetings.*

Deliverable C.3.2: *The Consultant shall prepare notes from all meetings with the Steering Committee.*

Task C.4. Conduct Stakeholder Outreach

The Consultant will organize and lead public meetings, as determined by the Stakeholder Outreach Plan (Task C.1.) to engage community stakeholders throughout the process. At least one of these public meetings shall be a public workshop to garner input on street design and connectivity, building and community design issues to inform code revisions, and other issues identified during the process. Information from the final report (Task B.3) will help to inform the workshop content. Public meetings shall also be conducted to share and obtain feedback on draft ordinances.

Deliverable C.4.1: *The Consultant shall prepare all materials (e.g. posters, presentations, focus group questions, and other graphics) for stakeholder outreach events.*

The City staff shall help identify stakeholders, schedule meetings, and review all materials prior to stakeholder outreach events.

D. Revised Zoning Code

Task D.1. Development of a Zoning Code Structure and Preliminary Draft

The Consultant shall draft a series of Ordinances that collectively make-up a well-organized and user-friendly Zoning Code through easy-to-read text and illustrative graphics.

At a minimum, the Zoning Code Update shall:

- Be consistent with the Guiding Principles and Goals of EnvisionCR
- Consider and appropriately apply regulations based on the character of a diversity of communities (i.e. character areas / transects)
- Focus on design, form, and the physical character of the built environment
- Consider community context, including designated historic districts
- Consider the relationship between the built environment, public space, and the transportation system (e.g. roads, sidewalks, bike lanes)
- Identify a clear path for both the administrative and non-administrative permitting process
- Ensure clarity, consistency, and predictability
- Consolidate redundancies
- Use user-friendly graphics to illustrate text and enhance readability
- Ensure a complete set of definitions
- Clarify the responsibilities and the scope of authority of the Board of Adjustments and the City Planning Commission, per Iowa code

The Consultant shall propose zoning districts to be consistent with the Land Use Typology Areas in EnvisionCR:

- Agricultural Preserve
- Rural
- Urban-Large Lot
- Urban-Low Intensity
- Urban-Medium Intensity
- Urban-High Intensity
- Downtown
- Commercial
- Industrial
- Employment Reserve
- Public, Semi-Public
- Open Space
- Urban Reserve Overlay
- Environmental Conservation Overlay
- Flood Control Study Area

As part of the Zoning Code Update process, the following shall be evaluated and revised:

- Dimensional standards for all zoned districts, including but not limited to setbacks, height, etc.
- Parking requirements
- Landscaping requirements
- Buffering and screening standards
- Land uses, including possible new and future land uses
- Use specific standards
- Use tables
- Zoning standards that may conflict with the City's historic districts
- Options for promoting connectivity and accessibility
- Regulatory incentives for mixed-use and infill development
- Non-conforming provisions
- Variance provisions
- Any other issues identified by the City, Consultant, or stakeholders during the process

The following components are not addressed in the current Zoning Code, but shall be explored as part of the Zoning Code Update:

- Green building standards, including low-impact development standards
- Density bonuses and/or regulatory incentives for affordable housing and/or "green" projects
- Tiny houses and micro-housing units
- Second dwelling units
- Joint live/work units
- The Consultant may suggest other practices to be considered. Additionally, the community input process may suggest other standards to explore as part of the rewrite process.

Deliverable D.1.1: *The Consultant shall develop an outline that articulates the structure of the Zoning Code Update.*

Deliverable D.1.2: *The Consultant shall develop preliminary drafts for each section of the Zoning Code Update, based on the agreed upon structure.*

E. Development of Zoning Code Drafts

Task E.1. Develop an Internal Review Draft

The Consultant shall draft an internal review draft of the Zoning Code Update for review internally by City staff.

Deliverable E.1.1: *The Consultant shall develop internal review drafts for each section of the Zoning Code Update, based on the agreed upon structure (Deliverable D.1.1) for review by City staff.* This draft shall incorporate comments from City staff on the preliminary drafts (Task D.1.).

Task E.2. Develop a Public Review Draft

The Consultant shall develop a public review draft of the Zoning Code Update for public review.

Deliverable E.2.1: *The Consultant shall develop public review drafts for each section of the Zoning Code Update, based on the agreed upon structure (Deliverable D.1.1) for review by members of the public.* This draft shall incorporate comments from City staff on the internal review draft (Task E.1.).

Task E.3. Develop of a Final Draft

The Consultant shall draft a final draft of the Zoning Code Update. The Consultant shall present the final draft to the City Planning Commission, Board of Adjustments, City Council Development Committee, and the City Council.

Deliverable E.3.1: *The Consultant shall develop final drafts for each section of the Zoning Code Update, based on the agreed upon structure (Deliverable D.1.1) and present them to the City Planning Commission, Board of Adjustments, City Council Development Committee, and City Council for review and comment.* This draft shall incorporate comments from City staff on the public review draft, and possibly other comments.

F. Revised Zoning Map

After the Zoning Code Update Steering Committee, the City Planning Commission, Board of Adjustment, City Council Development Committee, and the City Council have reviewed and agreed to the approach, the staff will work with the Consultant to develop a new Zoning Map.
As part of this process, the Consultant shall develop a table showing the relationship between the old zones and the proposed new zones, as well as the Land Use Typology Areas. The application of the proposed new zones shall support the community character analysis conducted in Task B.2. The consultant shall also conduct an analysis of non-conforming uses based on the proposed Draft Zoning map.

Task F.1. Develop an Internal Review Draft Zoning Map

The Consultant shall develop an internal review draft of the Zoning Map for review internally by City staff.

Deliverable F.1.1: *The Consultant shall develop an internal review draft zoning map, a table showing the relationship between the old zones and the proposed new zones, and the LUTAs, and an associated analysis of non-confirming uses.*

Task F.2. Develop a Public Review Draft Zoning Map

The Consultant shall develop a public review draft of the Zoning Map.

Deliverable F.2.1: *The Consultant shall develop a public review draft Zoning Map for review by members of the public, a table showing the relationship between the old zones and the proposed new zones, and the LUTAs, and an associated analysis of non-confirming uses.* This draft shall incorporate comments from City staff on the internal review draft Zoning Map (Task F.1.).

Task F.3. Develop of a Final Draft Zoning Map

The Consultant shall develop a final draft Zoning Map. The Consultant shall present the final draft to the City Planning Commission, Board of Adjustments, City Council Development Committee, and the City Council.

Deliverable F.3.1: *The Consultant shall develop a final draft Zoning Map and present it to the City Planning Commission, Board of Adjustment, City Council Development Committee, and the City Council for review and comment. The Consultant shall also develop a table showing the relationship between the old zones and the proposed new zones, and the LUTAs, and an associated analysis of non-confirming uses.* This draft shall incorporate comments from City staff on the public review draft (Task F.2.).

G. Public Right-of-Way and Public Space Standards

The Consultant shall develop public right-of-way and public space standards. These standards may include standards for sidewalks, travel lanes, parking, as well as landscaping and lighting. This may be a stand-alone ordinance, incorporated into another municipal code section, or incorporated into the Zoning Code. The goal of these standards is to ensure the City's public right-of-ways align with land use standards and neighborhood contexts.

Task G.1. Develop an Internal Review Draft

The Consultant shall develop an internal review draft of the Public ROW and Public Space Standards for review internally by City staff.

Deliverable G.1.1: *The Consultant shall develop an internal review draft for review by City staff.*

Task G.2. Develop a Public Review Draft

The Consultant shall develop a public review draft of the Public ROW and Public Space Standards for public review.

Deliverable G.2.1: *The Consultant shall develop a public review draft for review by members of the public. This draft shall incorporate comments from City staff on the internal review draft (Task G.1.).*

Task G.3. Develop a Final Draft

The Consultant shall develop a final draft of the Public ROW and Public Space Standards. The Consultant shall present the final draft to the City Planning Commission, Board of Adjustments, City Council Development Committee, and the City Council.

Deliverable G.3.1: *The Consultant shall develop a final draft and present it to the City Planning Commission, Board of Adjustments, City Council Development Committee, and the City Council for review and comment.* This draft shall incorporate comments from City staff on the public review draft, and possibly other comments.

H. Review of Municipal Code

The Consultant shall review the City's municipal code to identify other code sections that may need to be amended to ensure consistency with the new Zoning Code and the public right of way and public space standards.

Task H.1. Review of other Municipal Code sections that relate to land development

The Consultant shall review the City's municipal code sections that pertain to land development. Based on this review, the Consultant shall identify sections that may be in conflict with the new Zoning Code, and recommend possible solutions.

Deliverable H.1.1: *The Consultant shall develop a report that outlines conflicts between the municipal code and the new Zoning Code and recommend possible solutions.*

I. Adoption Process

Task I.1. Presentations before the City Planning Commission and City Council

The Consultant shall make formal presentations before the City Planning Commission, Board of Adjustments, and the City Council and address comments received.

Deliverable I.1.1: *The Consultant shall make formal presentations before the City Planning Commission, Board of Adjustments, and the City Council as part of the adoption process and be responsible for addressing two rounds of revisions in order to address comments received.*

J. Develop a Handbook

Task J.1. Develop a Development Handbook and a Development Review Guide

Develop a Development Handbook for laypersons. The purpose of this handbook is to clearly explain the land development process to Cedar Rapids residents. A Development Review Guide or flowchart shall also be developed to clearly outline the various steps in the development review process in a succinct format. This guide shall incorporate not only zoning review, but also historic preservation review.

Deliverable J.1.1: *The Consultant shall draft a Development Handbook and a Development Review Guide for review by the City staff. At minimum this would be provided in PDF format, however, formats that may be viewed online and easily navigable are encouraged.*

Deliverable J.1.2: *The Consultant shall develop a final Development Handbook and Development Review Guide that incorporate the comments and feedback on the draft from the City staff.*

K. Training Materials

Task K.1. Develop Training Materials

Develop training materials on the Zoning Code Update for internal training purposes. These materials shall include a presentation and handout that outlines major changes, key concepts, comparisons between the old zones and the new zones, implementation challenges, and other issues as identified. The City planning staff will utilize these materials as part of the post-adoption training and implementation process.

Deliverable K.1.1: *The Consultant shall develop training materials, including a presentation and handout, for review by the City staff.*

Deliverable K.1.2: *The Consultant shall develop final training materials that incorporate the comments and feedback from the City staff.*