



*"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**

July 14, 2015

For  
**GPS SURVEY EQUIPMENT**  
**RFP #PUR0615-259**

Prepared by  
City of Cedar Rapids  
Purchasing Services Division

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<b>Attachment</b>	<b>Attachment Name</b>
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, Trade-In 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, August 6, 2015, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for up to five (5) sets of GPS Survey Equipment as requested by the City of Cedar Rapids Sewer Maintenance Division.

1.2 RFP Timeline

<b>Name of the Proposal</b>	GPS Survey Equipment – RFP #PUR0615-259
<b>Date of Issuance</b>	Tuesday, July 14, 2015
<b>Deadline for Questions</b>	Thursday, July 30, 2015 at 3:00 p.m. CDT
<b>Deadline for Proposal Submittal</b>	Thursday, August 6, 2015 before 3:00 p.m. CDT Proposals time stamped 3:00 p.m. or after are late
<b>Recommendation for Award</b>	Tuesday, August 25, 2015

**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: GPS Survey Equipment Office of the City Clerk-City Hall 101 First Street SE Cedar Rapids IA 52401
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**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](mailto:r.johnson2@cedar-rapids.org)

**Phone/ Fax Numbers**

Phone: 319-286-5062 Fax: 888-815-3659

1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Similarly, the City is not responsible for, and will not open, any 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, August 6, 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

**EQUIPMENT SHALL NOT BE ORDERED UNTIL THE CERTIFICATE OF INSURANCE AND ALL ENDORSEMENTS ARE RECEIVED AND APPROVED BY THE CITY.**

At all times during the term of Support and any subsequent 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 legally 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 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. Vendor shall mean the firm providing GPS Survey Equipment for the Sewer Maintenance 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 Jon Durst, Sewer Superintendent, who is the designated coordinator and administrator for the equipment to be purchased 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 Thursday, July 30, 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](mailto:r.johnson2@cedar-rapids.org). Any and all questions will be responded to in the form of written addenda to all Proposers. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment 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 equipment or 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 Contract Forms

- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 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 project. 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 project is awarded.
- 3.1.4 The City of City Rapids will in no case agree to terms not submitted for review with the proposal submittal.

### 3.2 Payment Terms and Invoice Submittal

- 3.2.1 Payment terms for equipment and warranties authorized upon receipt of a purchase order shall be net forty-five (45) days upon receipt of an acceptable original invoice and after equipment and warranties are provided, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.
- 3.2.2 Invoices shall include the following information:
- Vendor name and address
  - Date of Delivery
  - City PO number
  - Description of Equipment
  - Quantity for each line item
  - Unit and extended price for each line item
  - The total amount being invoiced
  - The Project Number (RFP #PUR0615-259)
- 3.2.3 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.
- 3.2.4 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:
- a) In a pdf format via e-mail to: [accountspayable@cedar-rapids.org](mailto:accountspayable@cedar-rapids.org)  
or
  - b) Via US mail to: City of Cedar Rapids, Finance Department – Accounts Payable,  
101 First Street SE, PO Box 2148, Cedar Rapids, IA 52406-2148.
- 3.2.5 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 City's terms and conditions;
  - c) Valid liens or claims of lien;
  - d) Valid claims of Subcontractors or other persons;
  - e) Delay in the progress or delivery of the Equipment;
  - f) Inability of Vendor to provide 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 City's terms and conditions.

### 3.3 Treatment of Documents and Records

#### 3.3.1 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.

#### 3.3.2 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 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.

#### 3.3.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Vendor and/or its subcontractor 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.

#### 3.3.4 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 equipment and support 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.

3.4 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).

### 3.5 Estimated Quantities

The City does not guarantee that the quantities estimated will be accurate for the upcoming purchase. 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.

----- 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, delivery, and support of GPS Survey Equipment for the Sewer Maintenance Division.

The City's sanitary and storm sewer system is comprised of about 1,200 miles of pipe with around 40,000 structures (manholes, curb inlets, outlet structures, pump stations, etc.). These sewer systems are currently mapped to the best of our ability using GIS, historical data, and GPS information collected by a variety of sources. The City would like the spatial data to be more consistent in its quality and to collect other asset attribute data along with the GPS coordinates. This additional data includes rim and invert elevations, structure type, material, diameters, cover type, gape size, etc. The City's current GPS equipment requires a cobbling together of hardware and software, with a tablet, and a two-person crew to get the data. The City desires to standardize the GPS equipment into a set that is capable of achieving our field asset inventory efficiently and transferring that data to our existing ESRI ArcGIS 10.3 asset database. It is our intent, budget permitting, to purchase up to five (5) sets of equipment. If effective, use of the equipment may expand beyond inventory of the sewer system to be used for other infrastructure (i.e. sidewalks, signs, streets, water, and parks).

- 4.2 Scope of Work

The Sewer Maintenance Division intends to trade-in existing GPS survey equipment and purchase up to five (5) sets of new standardized equipment to be used to obtain asset location and elevation data in the field with appropriate accuracy.

### 4.2.1 New Equipment for Purchase

At a minimum the equipment to be purchased shall meet the following requirements:

- a) Survey grade equipment with ability to get X,Y,Z coordinates with sub-centimeter accuracy as well as a number of other custom attributes
- b) Built in cellular modem for Iowa RTN corrections
- c) Software compatible with ArcGIS or ArcPad with capability of editing existing ArcGIS features
- d) Equipment shall be standardized, interoperable, and scaleable
- e) Warranty and maintenance plan
- f) Pricing is requested for each component required to make a complete "set" of GPS equipment
- g) The number of sets to be purchased will be determined by the City following receipt of proposals

### 4.2.2 Equipment for Trade-In

The Sewer Maintenance Division would like to trade in the equipment listed below with the purchase of new standardized equipment. Additional details describing the equipment for trade-in are included on the trade-in pricing submittal form provided in Attachment C.

- a) Receiver – Trimble R6 (1)
- b) Handhelds – Spectra Mobile Mapper (1), Trimble GeoXH (3)
- c) Data Collectors – Trimble Yuma (1), Trimble TSC3 Controller (1)
- d) Battery – Trimble GeoXH (1)
- e) Antennae – Trimble Zephyr (2)

----- 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 \$25,000, the City Council shall consider a resolution awarding the Contract and authorizing the City Manager to sign any required 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, if applicable.
- d) The City Manager and the City Clerk execute the Contract, if applicable.
- e) The City issues a purchase order to the Vendor. The purchase order shall constitute authorization for the Vendor to provide the equipment and warranties.

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, Experience and Support

- a) Equipment features and compatibility with existing software
- b) On-going training proposed
- c) Relevance of references, including other municipalities
- d) Knowledge, experience and demonstrated success providing support for equipment proposed
- e) Technical, software, and hardware support proposed
- f) Financial responsibility/stability

#### 5.2.2 Financial Proposal

- a) Pricing for new equipment
- b) Pricing offered for trade-in equipment

#### 5.2.3 Company Responsiveness to RFP

- a) Total scope of equipment and support proposed
- b) Demonstrated understanding of the City's needs as presented in the RFP
- c) Proposed lead time
- 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 Contractor 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.

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 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

Only this portion of the proposal shall include the proposed pricing. Unit pricing is requested for new equipment including warranty to support the new equipment. Unit pricing is also requested for trade-in of the City's existing equipment. Submittal forms are provided in Attachment C. Both pricing forms shall be included with the submittal forms under tab 5.0 of the proposal as indicated 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 and Data Samples
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 provide support for the equipment 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 and warranty support provided to the City. This person will serve as the firm's first point-of-contact on all matters dealing with the equipment, support, and warranties.
- 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 detailed descriptions and features of the equipment proposed, reasons the equipment would be the right choice for the City of Cedar Rapids, lead times for delivery of the equipment, and a description of service and warranty options available to support the equipment.

6.2.6 Tab 4.0 - Provide descriptive literature highlighting equipment features and sample reports of data produced by the equipment.

- 6.2.7 Tab 5.0 – Submittal Forms (Attachment C including General Company Information Form, Certification Regarding Ability to Obtain Required Insurance, Proposal Pricing Submittal Form, Trade-in 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.

**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 and support properly provided. Should the Vendor fail to continue to perform its responsibilities regarding all non-disputed equipment or support, 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 or support.

**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 negligent acts, done by the Vendor, its employees, or any independent contractor working under the direction of 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 or support 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 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, creed, color, sex, religion, national origin, age, marital status, families with children, sexual orientation, disability or handicap, except where age and sex are essential bona fide occupational requirements, or where disability or handicap 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 Vendor 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 race, creed, color, sex, religion, national origin, age, marital status, families with children, sexual orientation, disability or handicap. 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 and 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 project 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](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 Vendor 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 Vendor 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 Services, 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 and warranties which have 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 completed Services, 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 equipment and warranties provided. 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 – WORK** - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract. Contractor represents that the Work and all of its components shall be free of defects caused by negligence; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's negligent acts, errors, or omissions with respect to the quality and accuracy of the Work.

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

Contractor'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 Contractor.

**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 this 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** 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 Vendor 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 Vendor 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.

### **ONE (1) ENDORSEMENT REQUIRED:**

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

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

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

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

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

The Vendor is required to purchase and maintain insurance coverage to protect the Vendor 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 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 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 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 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 Vendor shall require Subcontractors and independent contractors working under the direction of either the Vendor or a Subcontractor to carry and maintain the same workers compensation and liability insurance required of the Vendor.

### **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 GPS Survey Equipment, RFP #PUR0615-259, 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.

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](mailto:r.johnson2@cedar-rapids.org)), fax (888-815-3659), mail or delivery to the attention of Rebecca Johnson.

**ATTACHMENT C**  
**PROPOSAL SUBMITTAL FORMS**  
  
For  
  
**GPS SURVEY EQUIPMENT**  
**RFP #PUR0615-259**

<b>FORM NAME</b>	<b>Page</b>
General Company Information Form.....	19
Certification Regarding Ability to Obtain Required Insurance.....	20
Proposal Pricing Submittal Form.....	21
Trade-in Pricing Submittal Form.....	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: \_\_\_\_\_

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 for one (1) set of GPS Survey Equipment (number of sets will be determined following award decision):**

Description of each Equipment Component (receiver, data collector, etc.)	Firm Fixed Price per Component
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total amount for one (1) complete set of GPS Survey Equipment:</b>	\$

Do you offer a discount for the purchase of multiple sets of equipment?  Yes  No

If yes, please describe quantity breaks and amount of discount: \_\_\_\_\_

Describe warranty coverage and duration included with initial purchase of equipment: \_\_\_\_\_

Software Agreement: Will the City be expected to sign a separate agreement prepared by Vendor?  Yes  No

Maintenance Agreement: Will the City be expected to sign a separate agreement prepared by Vendor?  Yes  No

If the answer is yes to either question above a draft copy of the Vendor’s agreement must be submitted with proposal (see Section 3.1 “Contract Forms” on page 6)

A City Council resolution and approved purchase order will be the documents that authorize the purchase of equipment.

Lead time for delivery of equipment following receipt of purchase order: \_\_\_\_\_ calendar days

Name of Company: \_\_\_\_\_

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

Date: \_\_\_\_\_

**TRADE-IN PRICING SUBMITTAL FORM**

The City of Cedar Rapids Sewer Maintenance Division has the following existing GPS survey equipment for trade-in with the purchase of new equipment. Pricing offered for trade-in equipment shall be provided in the table below.

<b>Description of Existing Equipment (quantity 1 each)</b>	<b>Serial Number</b>	<b>Model Number</b>	<b>Trade-In Price</b>
Trimble R6 GPS Receiver; 73206-66	513447128	Model 2	\$
Spectra Mobile Mapper GPS Handheld; GPS+GLO	020613490456	Series 120	\$
Trimble GeoXH GPS Handheld; GeoExplorer 6000 Series	5126404928	CE0682 88951-00	\$
Trimble GeoXH GPS Handheld; GeoExplorer 6000 Series	5142409477	CE0682 88951-00	\$
Trimble GeoXH GPS Handheld; 2005 Series			\$
Trimble Yuma GPS Data Collector	SRB215U0199	IC: 5817A-YUMA	\$
Trimble TSC3 Controller GPS Data Collector	RS0DC05608	TSC3112-001	\$
Trimble GeoXH GPS Battery; GeoExplorer 6000 Series	990679-004302	31CR19/66	\$
Trimble Zephyr GPS Antenna; Geodetic 2 Series	60207876	39105-00 DC4721	\$
Trimble Zephyr GPS Antenna; Geodetic 2 Series			\$
<b>Total amount proposed for all trade-in equipment listed above:</b>			<b>\$</b>

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 and 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 Equipment and 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-CONTRACTORS (Reference General Terms and Conditions, section titled *Subcontracting*).**

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

Sub-contractor 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](http://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](mailto:buylocal@cedar-rapids.org)

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

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

7. How does the Buy Local Program work?

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

**Example A:** Preference shall be given in the procurement of goods and/or services by bid or quote when a local 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:

<b>Name of Business Here →→→</b>		
(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:  
[www.cedar-rapids.org/government/departments/purchasing](http://www.cedar-rapids.org/government/departments/purchasing).

Questions about the Buy Local program may be emailed to [buylocal@cedar-rapids.org](mailto: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: \_\_\_\_\_