



**DATE: January 11, 2017**

**REQUEST FOR PROPOSAL:**

**#17-111, HVAC Study and Building Automation Systems Design Project for City Hall, Robert A. Lee Recreation Center, and Mercer Park Aquatic Center**

**NOTICE TO PROPOSERS:** Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

**ADDRESS PROPOSALS TO:** Attention of the City Clerk’s Office, City Hall, 410 E. Washington St., RM 140, Iowa City, IA 52240-1826, on or before the proposal opening local time and date specified below. Proposals shall be sealed and clearly marked on the front **“HVAC Study and Building Automation Systems Design Project for City Hall, Robert A. Lee Recreation Center, and Mercer Park Aquatic Center, RFP #17-111.”** **FAXED and E-Mailed Proposals will not be accepted.**

**PROPOSALS ARE DUE NO LATER THAN:** **2:30 p.m. (local time), February 1, 2017.** Proposers shall submit four (4) copies of their proposal.

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 which are received later than the date and time stated above.

**QUESTIONS:** All questions and clarifications regarding this Request for Proposal will be accepted until **January 23, 2017, noon (local time)** by e-mailing the following City representative. All questions must be in writing in order to receive a response. Questions and answers will be posted to the City’s website <https://www.icgov.org/purchasing-bids> by **5:00 p.m. (local time), January 25, 2017.**

**Facilities Management**

Kumi Morris  
Facilities Manager  
[kumi-morris@iowa-city.org](mailto:kumi-morris@iowa-city.org)  
(319)356-5082

No other City Representative should be contacted regarding this Request for Proposal. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

**NO CONTACT POLICY:** After the date and time established for receipt of proposals by the City, any contact initiated by the proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

**BONDS AND INSURANCE:** Insurance is required, as specified in Section IV., No proposal security or performance bond is required.

**INDEX:**

Section I.	Proposal Requirements Checklist
Section II.	Specific Conditions and Instructions to this Proposal
Section III.	Project Specifications and Requirements
Section IV.	General Conditions and Instructions to Proposers
Section V.	Wage Theft Policy
Section VI.	Company Information Form
Section VII.	Consultant Agreement

## **SECTION I. PROPOSAL REQUIREMENTS CHECKLIST**

The following items must be included in all four (4) copies of the vendor's submitted proposal in order to be considered complete. The City reserves the right to reject proposals that are considered incomplete and do not contain the items listed below.

*The required sections and specific content must be organized in the submitted proposal as they are listed below. Tabs must be included in each proposal to identify each section.*

### **Section 1 - Executive Summary**

Letter of submission: Letter shall include the name, address, phone number and email address of the person(s) who will: a) serve as the Project Manager for the project; b) serve as the Principal Contact with the City; c) Primary Consultant's name (show complete legal name); d) Number of years in business; e) Type of business (sole proprietorship, partnership, corporation, other); and f) Size of each firm (if collaborating).

### **Section 2 – Design Team and Related Experience with Similar Projects**

Clearly indicate the specific experience of the individual/firm relative to projects of similar scale and type as this project. Include descriptions of projects with respect to client, location, common issues and services provided.

### **Section 3 – Disciplines and Key Personnel**

Provide a list of disciplines which will be used with this project and who will provide the services. Include a complete list of key personnel who will work on the project, and all sub-consultants working on the project, along with their professional experience and their role/responsibility.

### **Section 4 - Proposed Project Work Plan and Project Schedule**

This should include a project plan and time schedule describing the general work tasks and personnel assigned to the project. It shall include estimated task/phrase and completion dates.

### **Section 5 - References**

Provide names, addresses, phone numbers and email addresses of three (3) client references for projects of similar size where your firm has been the project lead. Each listed reference should include a brief description of the scope of services that were provided and the timeframe for project completion.

### **Section 6 – Project Costs**

A schedule of work that includes a comprehensive and detailed listing of all costs, fees, and reimbursables to be incurred as a part of your firm's work. All costs for this project must be included in the submitted proposal. Exclusion of any costs, including, but not limited to travel expenses and meal costs for all personnel working on this project will be the responsibility of your firm. **Since the projects will be completed as two projects with separate phases, administration and fees for each project should be separate and distinct.**

### **Section 7 - Company Information Form**

Complete, sign, and submit the form provided in Section VI. of this Request for Proposal.

## **SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL**

### **A. SCOPE OF WORK:**

The City of Iowa City is soliciting proposals from firms to provide architectural and engineering design and consulting services for the following two city projects per the terms, conditions, and specifications included in this Request for Proposal document.

- Heating, Ventilating, and Air Conditioning (HVAC) system review and study of three Iowa City facilities: City Hall, Robert A. Lee Recreation Center and Mercer Park Aquatic Center.
- Developing the technical specifications for the Building Automation Systems (BAS) Request for Bids for the City Hall, Robert A. Lee Recreation Center and Mercer Park Aquatic Center facilities. These facilities have various HVAC and BAS that have limited capabilities and are reaching the end of their effective service lives.

Subject to having experience relevant to the noted scope of work, the City of Iowa City invites engineering firms, individually or in collaborative teams, to submit their qualifications and a fee proposal for this work. It is expected that the prime consultant or members of their team have significant experience in HVAC systems in institutional projects and design of HVAC component and specifying technical specifications for BAS in municipal facilities. It is expected that the individuals overseeing and managing the projects are qualified Iowa licensed professionals.

### **B. MANDATORY PRE-SUBMISSION MEETING TO TOUR THE SITES:**

A mandatory pre-submission meeting will be held at 9:00 a.m. (local time) on January 18, 2017. The meeting will be held on site at City Hall, Helling Conference Room, 410 East Washington Street in Iowa City, Iowa.

***Firms interested in this project must attend this meeting in order to submit a proposal.*** This meeting is to allow consultants to view the facility areas unencumbered with staff present and ask questions about the project requirements. The meeting will result in a tour of the building systems by the City and then will proceed to the Recreation Facilities to review the HVAC systems. ***Firms must tour all facilities in order to submit a proposal for this project.***

### **C. SCHEDULE:**

The following schedule identifies milestone dates for the project. The City reserves the right to adjust the schedule when necessary.

1. Issue RFP – January 10, 2017
2. Pre-Submission Meeting On-Site at City Hall – 9:00 a.m. (local time), January 18, 2017
3. RFP Questions Due – January 23, 2017, noon (local time)
4. Posting of questions and answers on City RFP website – January 25, 2017, 5:00 p.m.
5. Proposals Due – February 1, 2017, 2:30 p.m. (local time)
6. Evaluation Process – February 2017
7. Project Award – March 2017
8. Complete HVAC Study – June 30, 2017
9. Release BAS RFP – June 30, 2017

**D. PROPOSAL REQUIREMENTS:**

- 1) If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer must e-mail the Purchasing Agent [mary-niichel@iowa-city.org](mailto:mary-niichel@iowa-city.org) no later than **noon (local time), January 23, 2017**. All questions must be in writing in order to receive a response.
- 2) The proposer is responsible for all costs related to the preparation of this proposal.
- 3) The format of the submitted proposal must be consistent with the format of the specifications listed.
- 4) Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a company concludes the company's acceptance of the terms and conditions herein, unless otherwise stated.
- 5) At the time of the submission, it will be assumed that each proposer has read and is thoroughly familiar with the contract documents and the requirements of the contract. The failure or omission of a proposer to examine any document shall in no way relieve the proposer from any obligation in respect to its proposal.
- 6) No proposal security will be required. Insurance will be required before commencement of work, see Section IV-B.
- 7) All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
- 8) Any costs associated with this project not specifically set forth in this Request for Proposal will be the responsibility of the proposer, and will be deemed included in the fees and charges bid herein.
- 9) Proposers are required to submit all required documents in order for their proposal to be considered.
- 10) Responses may be rejected if the proposer fails to perform any of the following:
  - a) To adhere to one or more of the provisions established in this Request for Proposal
  - b) To demonstrate competence, experience, and ability to provide the commodities and services described in this Request for Proposal
  - c) To respond to a written request for clarification or additional information, and complete all required forms

**E. INTERVIEW:**

During the evaluation process, the City may request an oral interview with those proposers that appear to meet the requirements for this contract. Proposers selected to participate in an interview with the City will have the opportunity to discuss their qualifications, experience, services that they will provide for this contract, as well as any proposed fee schedule. The request for an interview shall be at no cost to the City.

**F. REFERENCE CHECKS AND PROPOSAL CLARIFICATION:**

The City of Iowa City reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, and to discuss the proposer's qualifications.

The City of Iowa City reserves the right to obtain and consider information from other sources concerning a vendor such as the vendor's capability and performance under other contracts.

**G. CONTRACT NEGOTIATIONS:**

The City of Iowa City reserves the right to negotiate specifications and terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Request for Proposal. The City of Iowa City may require the Request for Proposal and the proposer's entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the City of Iowa City as contractually binding on the successful proposer.

**H. CHANGES IN ORGANIZATION:**

All firms are obligated to inform the City of Iowa City, in a timely manner, of any changes to key personnel, ownership, financial position or any other information related to this project after the submittal of a proposal. Once the contract has been awarded, the awarded firm will be responsible for informing the City representative of these changes.

**I. CONTRACT AWARD:**

- 1) All submitted proposals must be complete to be considered for award. The items listed on page two (2), Proposal Requirements Checklist, must be completed and included in the submitted proposal.
- 2) The City reserves the right to qualify, accept, or reject any or all proposals as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
- 3) The City of Iowa City reserves the right to negotiate with more than one potential proposer after the submission of all proposals. The City of Iowa City reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.
- 4) It is the City's intent to make an award within one hundred twenty (120) working days of the proposal due date.
- 5) Award, if made, will be in accordance with the terms and conditions herein.
- 6) Award, if made, shall be in the form of a Contract Purchase Order and a signed contract (see Section VII of this Request for Proposal).
- 7) Consideration may be given to, but not limited to, company history, experience, qualifications, the project team, adherence to specifications, references, pricing, and past experience of the City with the proposer.
- 8) The awarded vendor will be given the City's contract compliance document to complete and return before the issuance of a Contract Purchase Order.
- 9) The awarded vendor will be required to submit a current certificate of insurance prior to commencement of work.

The certificate of insurance shall include the following items:

- The City of Iowa City will be named as additional insured
- Project proposal number and project title as the description
- Insurance carrier will be rated as A or better by A.M. Best

**J. EVALUATION PROCESS:**

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's requirements. The following table lists the maximum points associated with each category.

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal.

**“Vendor submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”**

<u>EVALUATION CRITERIA</u>	<u>ASSIGNED POINTS</u>
Experience	40
• Company History	
• Qualifications/Personnel	
• Success of Similar Projects	
• References	
Proposed Work Plan and Schedule	30
Project Costs	20
Location/Distance Traveled	<u>10</u>
<b>Total Points</b>	<b>100</b>

### **SECTION III. PROJECT SPECIFICATIONS AND REQUIREMENTS**

#### **1. SCOPE OF WORK:**

The scope of work will include all three municipal facilities, the project has been initiated to reduce the energy and operating costs of the three City facilities, to have a full inventory of HVAC equipment and the useful life and replacement recommendations, and to upgrade or implement BAS that have limited capabilities and are reaching the end of their effective service lives. The projects will be completed as two assignments with separate overlapping phasing. Administration and billing for each project should be separate and distinct.

It is expected that the consultant will:

#### **A. Meet with Team Members and Staff and Site Visits:**

Conduct meetings with the Government Buildings and ITS Project Team members to discuss the objective of the project scope of work and the process that will be used in the development of the HVAC Study and the BAS RFP. Prepare a schedule of building site visits with the Project Team members that identifies the number of site visits required for each building and their durations, the building automation systems and equipment to be inspected during that visit, the anticipated information to be obtained, and the agenda that will be followed during that visit.

#### **B. Review Available Documentation:**

Obtain and review all available information related to the HVAC systems, the BAS and equipment including, but not limited to as-built drawings, reports, studies, equipment manuals, service and maintenance records, etc. to become familiar with their operation.

The City does not attest to the accuracy of the information provided and accepts no responsibility for the consequences of error by the use of any information and material contained in the documentation provided. It shall be the responsibility of the Consultant to verify the contents and assume full responsibility for any determination or conclusion drawn from the material used. If the information provided is insufficient, the Consultant shall take the appropriate actions necessary to obtain the additional information required.

#### **C. Project Costs:**

Provide a project construction cost estimate (CCE) and current working estimate (CWE) for each building based on the HVAC Study equipment identified in the study. All cost estimates must be submitted with a detailed construction cost analysis in CSI format (2004 Edition) for all appropriate divisions and subdivisions.

The cost estimate shall be adjusted for premium time, regional location, site factors, construction phasing, location of work within the buildings, security issues, and inflation factors based on the year in which the work is to be done.

The construction cost estimate shall be arranged so that portions of the recommendations may be implemented based on the priority of the recommendation, life cycle cost analysis payback, and available project funding.

**D. Phases:**

It is the intent that this work will be completed in planned phases, to minimize disruption to the public and staff.

Costs and construction schedule control are to be reviewed by the consultant throughout the process; any deviations from approved cost and schedule must be immediately addressed. The consultant will track all project costs, including soft costs, and other project charges as provided by the City, to ensure that overall budget guidelines are followed.

The consultant should have experience with working with MidAmerican Energy and their commercial/government rebates and alternative energy grants. It is expected that the consultant will take the lead on assisting the owner with completing grant forms and communicating with the utility on behalf of the owner on the systems and facility improvements.

Meetings and site visits with staff will be required, and meeting minutes throughout the project will be provided by the consultant.

All regulatory requirements of the Iowa Department of Public Health, Iowa City Building and Fire Codes, Workplace, Health and Safety, the State, OSHA and Controlled Product Standards and any other applicable codes/bylaws must be met.

The consultant may be required, in cooperation with the owner, to attend and facilitate preliminary public input meetings and or forums and from the City staff.

The consultant may be required to represent the owner for technical questions during the design process to the public, City Council, Administration or general informational staff meetings.

The consultant will be required to represent the owner for technical questions during the Pre-bidding conference and a single walk through with the prospective contractors. Questions from the contractors about the project after the site visit will be handled in writing by the consultant as part of an addendum with the owner. The consultant will review and evaluate the returned bid forms and make a recommendation to the owner.

The consultant may be required to represent the owner for technical questions during the design process to the public, City Council, Administration or general staff meetings.

**2. SITE LOCATIONS:**

The sites for this project are located at three facilities:

**A. City of Iowa City Hall- 410 East Washington Street, Iowa City, Iowa 52240**

The City Hall is a multi-level facility of approximately 64,445 square feet. It houses many City administrative offices including a Fire Station and the Police Station. The BAS are comprised of three systems Niagara, Barber Coleman and Robert Shaw software and components. A Trane Tracer system installed around 1992 handles portions of the North Court section of the building. There is a very old pneumatic control system that is controlling some damper and valve actuators. Some of the pneumatics has been converted to DDC via a Barber Coleman DMS system.

**B. Robert A. Lee Recreation Center- 220 South Gilbert Street, Iowa City, Iowa 52240**

The Robert A. Lee Recreation Center is a two level masonry facility of approximately 44,000 square feet constructed in 1964. The BAS is limited to Robert Shaw and Sneider Electric/Invensys controls in the facility. The original pneumatics are controlling approximately 50% of field devices such as valves and dampers while in the late 1990's- early 2000's, the remaining portion has been converted to DDC via a Barber Coleman DMS system that has become unreliable over the years.

**C. Mercer Aquatic Center and Scanlon Gymnasium- 2701 Bradford Drive, Iowa City, Iowa**

The facility is a single masonry story structure, with an HVAC mezzanine; the Mercer Aquatic Center was constructed in 1988 and is approximately 37,000 square feet and the Scanlon Gymnasium was constructed in 1999 and is approximately 16,000 square feet. This facility is currently using some of the oldest pneumatics controls in the state. The same Barber Coleman DDC system as City Hall and RALCRC operates portions of the facility.

In spring 2014, the city installed the Tridium based Niagara AX Framework as the Technology Systems Integration Platform for The City. This allows us to gain the value of a consistent graphical user interface to improve the ease of use and functionality of our automation systems, without replacing all of the field gear. This extends the life of our existing automation infrastructure.

The Building Automation System (BAS) resides on the City IT Ethernet network behind their firewall on a VMware virtual machine. To maintain peak functionality and system performance, the city utilizes the latest version of programming software by Schneider Electric TAC I/A Series Work Place Tech software utilizing Microsoft Visio.

**3. PROJECT I - IOWA CITY HVAC STUDY:**

The HVAC Study Project involves a review of the existing Heating, Ventilating, and Air Conditioning (HVAC) systems of the facilities listed above.

A study will be performed to identifying probable project costs for HVAC upgrades to the facilities and present results of the same to the City. The study shall include an examination of the costs associated with replacement of HVAC equipment serving all three facilities. Probable cost for replacement units will include built-in controls capable of advanced control strategies and will communicate with existing systems. The study will also consider improved energy upgrades, potential rebates and grants, and provide a timeline for upgrades based on estimated lifespan of equipment, and a breakdown of preliminary costs for system upgrades to include in future budget cycles.

The scope should include attending meetings with the Iowa City Government Buildings staff, including but not limited to one meeting to determine the scope of the project, meetings to review existing plans and systems, and a meeting to discuss the results of the study with staff and also if required attend an Parks Commissions or City Council meetings.

Existing building plans will be provided by the City to Consultant to aid in completion of the study.

**4. PROJECT II- BAS REQUEST FOR PROPOSAL:**

**A. Niagara System:**

In 2015 the City selected the Niagara based system for the City's future Building System Automation Components by a Request for Proposals [*Baker Group #16-77, Building System Automation Components proposal*, dated October 8, 2015].

The next step for implementing the BAS system will be to release bid documents for the selection of a company to install and integrate the systems. The BAS bid documents will require the installation of all components; it will be the responsibility of Baker Group (previously selected for BAS components 11/4/2016) to supply the equipment to integrate the existing HVAC systems. Their costs include, but are not limited to, materials, equipment, shipping and delivery services, cabling, wiring, all controllers, licenses, drivers, SSL encryption, modules and programming software.

**B. New Building Automation System Components and Features:**

The design features of the BAS and related components listed to be analyzed below may not be all inclusive and shall not limit the Consultant's responsibility to provide a comprehensive study that will meet the objective of this project.

1. Prepare a list of tasks or goals that the upgraded BAS should perform to control and/or monitor the energy-using equipment and systems of each building.
2. The consultant shall work with Baker Group and MidAmerican to identify and determine what portions of the systems shall remain and those that shall be replaced. This will also include the following:
  - a. Determine how the data will be transferred from the existing system using Gateway connections, Inter-operable systems, Software interface, etc.
  - b. Identify the need for system spare capacity for future expansion.
  - c. Discuss the issues and solutions of proprietary items and compatibility with the existing and new system components.
  - d. Identify the critical spare parts needed for the systems recommended.
  - e. Describe the condition of the existing automation control wiring system and compatibility with the new systems recommended. Make recommendations for wiring upgrades to new CAT 4 wiring system or a wireless system if appropriate.
  - f. Identify the issues and solutions with system interoperability, system architecture, communication protocol, software, and system integration techniques. Need to establish a "web-based" open protocol system, gateway connections must be inter-operable systems, and no proprietary software shall be considered.
  - g. Describe the recommended BAC interoperable functions to be provided such as the exchange of data between two devices, exchange of alarm information, editing and creation of schedules, ability to sample, store, and read trends, ability to manage the devices on the network, etc.
  - h. Determine what should be done with the existing building Legacy systems. If they are to remain describe the gateway interface requirements. Analyze the ability to utilize portions of the old system to reduce costs. Verify if any unused BAS system or component can be abandoned in place or must be removed. List alarms, trends, schedules, degree of accuracy, and point data that must be passed between the systems.
  - i. Determine the requirements and recommend a system to manage the building automation devices on a web base system that can be accessed from a central

station or the internet and that is interconnected between buildings. Describe access password levels that will be needed to authorize operators use the system.

3. Identify any energy savings that will result from the controls up grade project and utility incentives.
4. Prepare schematic drawings of the recommended BAS for each building showing the location all system sensors, control elements, and other related components to be used with the energy-using equipment and systems. Include a legend that identifies each item on the drawing.

**C. Project Schedule:**

Review and provide a project design and construction schedule for each building with realistic durations for each activity. Provide a narrative that describes the considerations to addressed when installing the new building automation components in an operational and occupied building, environmental control issues during construction, sequence of equipment installation, seasonal issues, describe the phased construction needs, building occupancy and “off hour” work requirements, system and equipment shutdown and switchover coordination.

**D. Sequence of Operation:**

Include a “Sequence of Operation” narrative in the study which describes the new BAS and how the energy-using equipment and systems are to be controlled.

**E. Training:**

Identify the appropriate personnel to operate and maintain the systems, the training programs required for the systems, the training program contents, the classroom training durations, and the field training durations.

Describe the operation and maintenance manuals to be provided, and required manual contents including a narrative describing the system sequence of start-up, operation, shut-down, and troubleshooting techniques.

**F. Commissioning:**

Prepare Commissioning Plan – A commissioning plan provides the framework for what work is going to take place and the order for which the work will be done. Also, the plan indicates the responsibilities of the different parties involved (Commissioning Authority, Contractor, and Owner). This document is generated by the Commissioning Authority. *The Commissioning Authority will not be involved in the design.* Commissioning will involve the following:

1. Review shop drawings for compliance with design criteria. Verify the equipment being supplied meets the requirements of the drawings/specifications and also the Owner.
2. Visit the construction site at intervals to review quality of installation. During the visit(s) to the construction site, the Commissioning Authority shall review the installation of the equipment and material against the drawings/specifications.
3. Perform controls systems functional performance testing. Functional performance testing is verification that the controls work is installed and functions as designed by the Engineer and as required to meet the needs of the Owner.

4. Prepare log of deficiencies and work with mechanical sub-contractor to correct. Items discovered during the site visits shall be issued to the contractor and/or engineer for correction or review.
5. Prepare preliminary Commissioning Report and submit to the Owner, along with all other required documents, for review.
6. Review of operational and maintenance manual supplied by the Contractor.
7. Perform off-season functional performance testing.
8. Prepare final Commissioning Report and submit to the Owner, along with all other required documents, for review.

**SECTION IV. - CITY OF IOWA CITY – PURCHASING DIVISION**  
**GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

**The general rules and conditions which follow apply to all proposals issued by the City unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.**

**REQUEST FOR PROPOSAL (RFP):** is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is **NOT** a bid and is not governed by state or federal bidding requirements.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the Proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

**A. CONDITIONS FOR PROPOSING**

1. **NO CONTACT POLICY.** After the date and time established for receipt of proposals by the City, any contact initiated by the Proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.
2. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office  
City of Iowa City  
410 E. Washington St., RM 140  
Iowa City, Iowa 52240-1826

4. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.

5. RECEIPT OF PROPOSALS. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.
6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. TRADE SECRETS OR PROPRIETY INFORMATION. Responses to this Request for Proposal become the exclusive property of the City of Iowa City. All documents submitted in response to this Request for Proposal may be regarded as public records and may be subject to disclosure. Protection from disclosure may apply to those elements in each submittal which are marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". During the course of the submittal evaluation process or the course of the project, City of Iowa City will accept materials clearly and prominently labeled "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by the respondent or other submitting party. The City of Iowa City will not advise as to the nature of the content of the documents entitled to protection to disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" as it determines to be appropriate. Respondents which indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be deemed non-responsive. The City of Iowa City will endeavor to advise the Respondent of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the proposer or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested material, the proposer shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the proposer of the request for disclosure, and the City of Iowa City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City of Iowa City or their officers, employees, consultants, or subconsultants.
8. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.

10. **COLLUSIVE PROPOSING.** The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. **OFFICERS NOT TO BENEFIT.** Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. **EQUAL EMPLOYMENT OPPORTUNITY.** All Proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.
13. **WAGE THEFT.** All City contractors with contracts of \$25,000 or more must abide by the requirements of the City's Wage Theft Policy. Pursuant to the Wage Theft Policy, the City will not enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

## **B. BONDS AND INSURANCE**

1. **BID SECURITY.** **When required,** no bid shall be considered unless accompanied by either of the following forms of bid security:
  - a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
  - b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

The bid security shall be made payable to the TREASURER OF THE CITY OF IOWA CITY, IOWA, and shall be forfeited to the City of Iowa City as liquidated damages in the event the successful Proposer fails to enter into a contract within fourteen (14) calendar days and, when required, post bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the provisions of the bid documents and other contract documents. The amount of the check, draft or bond shall not

constitute a limitation upon the right of the City of Iowa City, Iowa, to recover for the full amount of such damage.

Security deposits of the lowest two (2) or more Proposers may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. **PERFORMANCE BOND.** When required, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.

3. **INSURANCE REQUIREMENTS.** When required, the successful Proposer shall provide insurance as follows:

a. Certificate of Insurance; Cancellation or Modification

1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

b. **Minimum Coverage**

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements

Informal Project Specs: Class I (under \$1M)

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor's Insurance carrier be "A" rated or better by A.M. Best.

### **C. SPECIFICATIONS**

1. **FORMAL SPECIFICATIONS.** The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the Proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. **PROPOSED ALTERNATE.** When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by the City unless the Proposer specifically proposes an alternate. In bidding on a proposed alternate, the Proposer shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website: <https://icgov.org/purchasing-bids>

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. It is the Proposer's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

### **D. SELECTION OF FIRM**

1. **REJECTION OF PROPOSALS.** The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform

properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

2. **SELECTION.** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:

- The quality, availability, adaptability and life cycle costing of the commodities and/or service.
- Guarantees and warranties.
- Ability, capacity and skill to provide the commodities and/or service required within the specified time.
- Ability to provide future maintenance and service.
- Character, integrity, reputation, experience and efficiency.
- Quality of performance of previous and/or existing contracts.
- Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
- Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
- If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
- Such other relevant information as may be secured by the City.
- Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award.

3. **CORRECTIONS TO SUBMITTED PROPOSALS.** Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.
4. **PRICING REQUIREMENTS.** All pricing submitted by the Proposer shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).
5. **PRESENTATIONS.** When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

Formal presentations will be scored and evaluated by a committee. The evaluation committee will make a recommendation to the City Manager and if required, to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

6. **ERRORS IN PROPOSAL.** Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions and conditions shall be

construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

**E. GENERAL CONTRACT PROVISIONS**

1. **CONTRACT AWARD.** Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. **AVAILABILITY OF FUNDS.** A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.
4. **CHANGE IN LAWS:** In the event of a change in law that frustrates the goals of the City relative to this contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.
5. **CONTRACT ALTERATIONS.** 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 this Agreement shall be valid unless made in writing and agreed to by both the City and the Proposer. The Proposer shall not commence any additional work or change the scope of the Service until authorized in writing by the City. Proposer shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Proposer and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
6. **SUBLETTING OF CONTRACT.** Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
7. **CONTRACT PERIOD.** Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
  - a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
  - b. Terminated due to default, as described below.

8. DEFAULT. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

If the Contract is terminated, an award may then be made to the next qualified Proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.

9. DELIVERY FAILURES. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.
10. FORCE MAJEURE. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
11. INDEMNITY. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
- b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

12. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

13. CHOICE OF LAW AND FORUM. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this proposal, including but not limited to any resulting Contract, without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this proposal or any resulting Contract shall be brought and maintained solely in Johnson County District Court for the State of Iowa, Iowa City, Iowa, or in the United States District Court for the Southern District of Iowa, Davenport Division, Davenport, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability in State or Federal court, which may be available to the City of Iowa City.

**SECTION V. CITY OF IOWA CITY WAGE THEFT POLICY**

It is the policy of the City of Iowa City, as expressed by City Council Resolution No. 15-364 adopted on November 10, 2015, not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. (hereinafter “Wage Theft Policy”)

I. **Application.** The Wage Theft Policy applies to the following:

- a. Contracts in excess of \$25,000 for goods, services or public improvements.
- b. Contracts for discretionary economic development assistance. “Discretionary” economic development assistance shall mean any economic development assistance provided by the City of Iowa City that is not required by law.

II. **Exceptions.** The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City’s purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

III. **Affidavit.** **The contracting entity must complete the attached affidavit showing compliance with the Wage Theft Policy and provide it to the Contracting Department prior to the execution of the contract.**

Contract provision: Any contract to which this policy is applicable will include the following contract provision: If the City becomes aware that a person or entity (including an owner of more than 25% of the entity) has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, within the five (5) year period prior to the award or at any time after the award, such violation shall constitute a default under the contract.

IV. **Waivers.** If a person or entity is ineligible to contract with the City as a result of the Wage Theft Policy it may submit a request in writing indicating that one or more of the following actions have been taken:

- a. There has been a bona fide change in ownership or control of the ineligible person or entity;
- b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation(s);
- c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or
- d. Other factors that the person or entity believes are relevant.

The City Manager or Designee shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation if warranted and determine whether a reduction in the ineligibility period or waiver is warranted. Should the City Manager or Designee determine that a reduction or waiver of the ineligibility period is warranted the City Manager or Designee shall make such recommendation to the City Council. The City Council will make a final decision as to whether to grant a reduction or waiver.

**SECTION VI. COMPANY INFORMATION FORM**

*This form must be included with the vendor's submitted proposal.*

**Exceptions, Deviations or other Agreements**

**Exceptions/Deviations** to this Request for Proposal shall be taken below. Exceptions may not be added to any submittals after the due date. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. **If your company has no exceptions/deviations, please write "No Exceptions" in the space provided. If you state no exceptions, you may not add your company's terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date.**

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**Prohibited Interest**

Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5

Your firm shall identify any relationship that has existed, or presently exists with the City of Iowa City and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. **If no relationship has existed or does not presently exist, the company must make this statement in the space provided below (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).**

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**Liens, Unsatisfied Judgments, Disciplinary Actions**

List any and all disciplinary actions, administrative proceedings, malpractice claims or other like proceedings against your company or any of its personnel relating to your firm's services that are current, pending, or occurring in the last five (5) years. If your company has no liens, unsatisfied judgments, or disciplinary actions that have occurred you must state this also.

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**City of Iowa City Wage Theft Policy**

Your company must carefully review the policy included in Section V. of this Request for Proposal. Any objection that your company has regarding this policy must be stated in the space provided below. If your company is in agreement with this policy and is able to uphold the policy, provide a statement in the space provided below.

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**Voluntary Demographic Information**

- *“Women owned business”* means a business that is fifty-one percent or more owned, operated, and actively managed by one or more women.
- *“Minority-owned business”* means a business that is fifty-one percent or more owned, operated, and actively managed by one or more minority persons. "Minority" persons are persons who are Asian, Black, Hispanic and Native American.
- *“Service-disabled veteran-owned business”* means a business that is fifty-one percent or more owned, operated, and actively managed by one or more service-disabled veterans, as defined in 15 U.S.C. §632.
- None of the Above

Designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to perform the work as described in the proposal documents and to do all work at the fees stated in the submitted proposal.

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

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor’s proposal and the RFP prepared by the City of Iowa City, the City’s document shall prevail.

Name of Firm: \_\_\_\_\_

Name and Title of Representative: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

E-Mail Address: \_\_\_\_\_

Web Site: \_\_\_\_\_

## SECTION VII. CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Iowa City, a municipal corporation, hereinafter referred to as the CITY and \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the CONSULTANT.

**WHEREAS, the CONSULTANT will** provide architectural and engineering design and consulting services for the following two city projects:

- Heating, Ventilating, and Air Conditioning (HVAC) system review and study of three Iowa City facilities: City Hall, Robert A. Lee Recreation Center and Mercer Park Aquatic Center.
- Develop the technical specifications for the Building Automation Systems (BAS) Request for Bids for the City Hall, Robert A. Lee Recreation Center and Mercer Park Aquatic Center facilities.

### **I. CONTRACT REQUIREMENTS**

CONSULTANT agrees to perform the following services for the CITY, and to do so in a timely and satisfactory manner.

#### **1. SCOPE OF WORK:**

The scope of work will include all three municipal facilities, the project has been initiated to reduce the energy and operating costs of the three City facilities, to have a full inventory of HVAC equipment and the useful life and replacement recommendations, and to upgrade or implement BAS that have limited capabilities and are reaching the end of their effective service lives. The projects will be completed as two assignments with separate overlapping phasing. Administration and billing for each project should be separate and distinct.

It is expected that the consultant will:

#### **A. Meet with Team Members and Staff and Site Visits:**

Conduct meetings with the Government Buildings and ITS Project Team members to discuss the objective of the project scope of work and the process that will be used in the development of the HVAC Study and the BAS RFP. Prepare a schedule of building site visits with the Project Team members that identifies the number of site visits required for each building and their durations, the building automation systems and equipment to be inspected during that visit, the anticipated information to be obtained, and the agenda that will be followed during that visit.

#### **B. Review Available Documentation:**

Obtain and review all available information related to the HVAC systems, the BAS and equipment including, but not limited to as-built drawings, reports, studies, equipment manuals, service and maintenance records, etc. to become familiar with their operation.

The City does not attest to the accuracy of the information provided and accepts no responsibility for the consequences of error by the use of any information and material contained in the documentation provided. It shall be the responsibility of the Consultant to verify the contents and

assume full responsibility for any determination or conclusion drawn from the material used. If the information provided is insufficient, the Consultant shall take the appropriate actions necessary to obtain the additional information required.

**C. Project Costs:**

Provide a project construction cost estimate (CCE) and current working estimate (CWE) for each building based on the HVAC Study equipment identified in the study. All cost estimates must be submitted with a detailed construction cost analysis in CSI format (2004 Edition) for all appropriate divisions and subdivisions.

The cost estimate shall be adjusted for premium time, regional location, site factors, construction phasing, location of work within the buildings, security issues, and inflation factors based on the year in which the work is to be done.

The construction cost estimate shall be arranged so that portions of the recommendations may be implemented based on the priority of the recommendation, life cycle cost analysis payback, and available project funding.

**D. Phases:**

It is the intent that this work will be completed in planned phases, to minimize disruption to the public and staff.

Costs and construction schedule control are to be reviewed by the consultant throughout the process; any deviations from approved cost and schedule must be immediately addressed. The consultant will track all project costs, including soft costs, and other project charges as provided by the City, to ensure that overall budget guidelines are followed.

The consultant should have experience with working with MidAmerican Energy and their commercial/government rebates and alternative energy grants. It is expected that the consultant will take the lead on assisting the owner with completing grant forms and communicating with the utility on behalf of the owner on the systems and facility improvements.

Meetings and site visits with staff will be required, and meeting minutes throughout the project will be provided by the consultant.

All regulatory requirements of the Iowa Department of Public Health, Iowa City Building and Fire Codes, Workplace, Health and Safety, the State, OSHA and Controlled Product Standards and any other applicable codes/bylaws must be met.

The consultant may be required, in cooperation with the owner, to attend and facilitate preliminary public input meetings and or forums and from the City staff.

The consultant may be required to represent the owner for technical questions during the design process to the public, City Council, Administration or general informational staff meetings.

The consultant will be required to represent the owner for technical questions during the Pre-bidding conference and a single walk through with the prospective contractors. Questions from the contractors about the project after the site visit will be handled in writing by the consultant as

part of an addendum with the owner. The consultant will review and evaluate the returned bid forms and make a recommendation to the owner.

The consultant may be required to represent the owner for technical questions during the design process to the public, City Council, Administration or general staff meetings.

## **2. SITE LOCATIONS:**

The sites for this project are located at three facilities:

### **A. City of Iowa City Hall- 410 East Washington Street, Iowa City, Iowa 52240**

The City Hall is a multi-level facility of approximately 64,445 square feet. It houses many City administrative offices including a Fire Station and the Police Station. The BAS are comprised of three systems Niagara, Barber Coleman and Robert Shaw software and components. A Trane Tracer system installed around 1992 handles portions of the North Court section of the building. There is a very old pneumatic control system that is controlling some damper and valve actuators. Some of the pneumatics has been converted to DDC via a Barber Coleman DMS system.

### **B. Robert A. Lee Recreation Center- 220 South Gilbert Street, Iowa City, Iowa 52240**

The Robert A. Lee Recreation Center is a two level masonry facility of approximately 44,000 square feet constructed in 1964. The BAS is limited to Robert Shaw and Sneider Electric/Invensys controls in the facility. The original pneumatics are controlling approximately 50% of field devices such as valves and dampers while in the late 1990's- early 2000's, the remaining portion has been converted to DDC via a Barber Coleman DMS system that has become unreliable over the years.

### **C. Mercer Aquatic Center and Scanlon Gymnasium- 2701 Bradford Drive, Iowa City, Iowa**

The facility is a single masonry story structure, with an HVAC mezzanine; the Mercer Aquatic Center was constructed in 1988 and is approximately 37,000 square feet and the Scanlon Gymnasium was constructed in 1999 and is approximately 16,000 square feet. This facility is currently using some of the oldest pneumatics controls in the state. The same Barber Coleman DDC system as City Hall and RALCRC operates portions of the facility.

In spring 2014, the city installed the Tridium based Niagara AX Framework as the Technology Systems Integration Platform for The City. This allows us to gain the value of a consistent graphical user interface to improve the ease of use and functionality of our automation systems, without replacing all of the field gear. This extends the life of our existing automation infrastructure.

The Building Automation System (BAS) resides on the City IT Ethernet network behind their firewall on a VMware virtual machine. To maintain peak functionality and system performance, the city utilizes the latest version of programming software by Schneider Electric TAC I/A Series Work Place Tech software utilizing Microsoft Visio.

## **3. PROJECT I - IOWA CITY HVAC STUDY:**

The HVAC Study Project involves a review of the existing Heating, Ventilating, and Air Conditioning (HVAC) systems of the facilities listed above.

A study will be performed to identifying probable project costs for HVAC upgrades to the facilities and present results of the same to the City. The study shall include an examination of the costs associated with replacement of HVAC equipment serving all three facilities. Probable cost for replacement units will include built-in controls capable of advanced control strategies and will communicate with existing systems. The study will also consider improved energy upgrades, potential rebates and grants, and provide a timeline for upgrades based on estimated lifespan of equipment, and a breakdown of preliminary costs for system upgrades to include in future budget cycles.

The scope should include attending meetings with the Iowa City Government Buildings staff, including but not limited to one meeting to determine the scope of the project, meetings to review existing plans and systems, and a meeting to discuss the results of the study with staff and also if required attend an Parks Commissions or City Council meetings.

Existing building plans will be provided by the City to Consultant to aid in completion of the study.

#### **4. PROJECT II- BAS REQUEST FOR PROPOSAL:**

##### **A. Niagara System:**

In 2015 the City selected the Niagara based system for the City's future Building System Automation Components by a Request for Proposals [*Baker Group #16-77, Building System Automation Components proposal*, dated October 8, 2015].

The next step for implementing the BAS system will be to release bid documents for the selection of a company to install and integrate the systems. The BAS bid documents will require the installation of all components; it will be the responsibility of Baker Group (previously selected for BAS components 11/4/2016) to supply the equipment to integrate the existing HVAC systems. Their costs include, but are not limited to, materials, equipment, shipping and delivery services, cabling, wiring, all controllers, licenses, drivers, SSL encryption, modules and programming software.

##### **B. New Building Automation System Components and Features:**

The design features of the BAS and related components listed to be analyzed below may not be all inclusive and shall not limit the Consultant's responsibility to provide a comprehensive study that will meet the objective of this project.

3. Prepare a list of tasks or goals that the upgraded BAS should perform to control and/or monitor the energy-using equipment and systems of each building.
4. The consultant shall work with Baker Group and MidAmerican to identify and determine what portions of the systems shall remain and those that shall be replaced. This will also include the following:
  - a. Determine how the data will be transferred from the existing system using Gateway connections, Inter-operable systems, Software interface, etc.
  - b. Identify the need for system spare capacity for future expansion.
  - c. Discuss the issues and solutions of proprietary items and compatibility with the existing and new system components.
  - d. Identify the critical spare parts needed for the systems recommended.
  - e. Describe the condition of the existing automation control wiring system and compatibility with the new systems recommended. Make recommendations

- for wiring upgrades to new CAT 4 wiring system or a wireless system if appropriate.
- f. Identify the issues and solutions with system interoperability, system architecture, communication protocol, software, and system integration techniques. Need to establish a “web-based” open protocol system, gateway connections must be inter-operable systems, and no proprietary software shall be considered.
  - g. Describe the recommended BAC interoperable functions to be provided such as the exchange of data between two devices, exchange of alarm information, editing and creation of schedules, ability to sample, store, and read trends, ability to manage the devices on the network, etc.
  - h. Determine what should be done with the existing building Legacy systems. If they are to remain describe the gateway interface requirements. Analyze the ability to utilize portions of the old system to reduce costs. Verify if any unused BAS system or component can be abandoned in place or must be removed. List alarms, trends, schedules, degree of accuracy, and point data that must be passed between the systems.
  - i. Determine the requirements and recommend a system to manage the building automation devices on a web base system that can be accessed from a central station or the internet and that is interconnected between buildings. Describe access password levels that will be needed to authorize operators use the system.
3. Identify any energy savings that will result from the controls up grade project and utility incentives.
  4. Prepare schematic drawings of the recommended BAS for each building showing the location all system sensors, control elements, and other related components to be used with the energy-using equipment and systems. Include a legend that identifies each item on the drawing.

**C. Project Schedule:**

Review and provide a project design and construction schedule for each building with realistic durations for each activity. Provide a narrative that describes the considerations to addressed when installing the new building automation components in an operational and occupied building, environmental control issues during construction, sequence of equipment installation, seasonal issues, describe the phased construction needs, building occupancy and “off hour” work requirements, system and equipment shutdown and switchover coordination.

**D. Sequence of Operation:**

Include a “Sequence of Operation” narrative in the study which describes the new BAS and how the energy-using equipment and systems are to be controlled.

**E. Training:**

Identify the appropriate personnel to operate and maintain the systems, the training programs required for the systems, the training program contents, the classroom training durations, and the field training durations.

Describe the operation and maintenance manuals to be provided, and required manual contents including a narrative describing the system sequence of start-up, operation, shut-down, and troubleshooting techniques.

**F. Commissioning:**

Prepare Commissioning Plan – A commissioning plan provides the framework for what work is going to take place and the order for which the work will be done. Also, the plan indicates the responsibilities of the different parties involved (Commissioning Authority, Contractor, and Owner). This document is generated by the Commissioning Authority. *The Commissioning Authority will not be involved in the design.* Commissioning will involve the following:

9. Review shop drawings for compliance with design criteria. Verify the equipment being supplied meets the requirements of the drawings/specifications and also the Owner.
10. Visit the construction site at intervals to review quality of installation. During the visit(s) to the construction site, the Commissioning Authority shall review the installation of the equipment and material against the drawings/specifications.
11. Perform controls systems functional performance testing. Functional performance testing is verification that the controls work is installed and functions as designed by the Engineer and as required to meet the needs of the Owner.
12. Prepare log of deficiencies and work with mechanical sub-contractor to correct. Items discovered during the site visits shall be issued to the contractor and/or engineer for correction or review.
13. Prepare preliminary Commissioning Report and submit to the Owner, along with all other required documents, for review.
14. Review of operational and maintenance manual supplied by the Contractor.
15. Perform off-season functional performance testing.
8. Prepare final Commissioning Report and submit to the Owner, along with all other required documents, for review.

**II. TIME OF COMPLETION**

The following is an anticipated schedule for consultant selection and the contract period. The City reserves the right to modify this schedule. The consultant, as part of their proposal, shall include a proposed project work plan, that includes a detailed schedule for completing the tasks outlined in the Request for Proposal.

4. Issue RFP – January 10, 2017
5. Pre-submission meeting on-site at City Hall – 9:00 a.m. (local time), January 18, 2017
6. RFP Questions Due – January 23, 2017, noon (local time)
4. Posting of questions and answers on City RFP website – January 25, 2017, 5:00 p.m.
5. Proposals Due – February 1, 2017, 2:30 p.m. (local time)
6. Evaluation Process – February 2017
7. Project Award – March 2017
8. Complete HVAC Study – June 30, 2017
9. Release BAS RFP – June 30, 2017

### III. GENERAL TERMS

- A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.
  - 1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
  - 2. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
- B. Should the City terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. However, such sums shall not be greater than the "lump sum" amount of \$XXXXXX. The City may terminate this Agreement upon seven (7) calendar days' written notice to the Consultant.
- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be made without the written consent of all Parties to said Agreement.
- D. It is understood and agreed that the retention of the Consultant by the CITY for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.
- E. It is agreed by the CITY that all records and files pertaining to information needed by the Consultant for the project shall be available by said CITY upon reasonable request to the Consultant. The CITY agrees to furnish all reasonable assistance in the use of these records and files.
- F. It is further agreed that no Party to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Iowa City, Iowa.
- G. At the request of the CITY, the Consultant shall attend meetings of the City Council relative to the work set forth in this Agreement. Any requests made by the CITY shall be given with reasonable notice to the Consultant to assure attendance.
- H. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the CITY, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultant shall not be liable for the CITY's use of such documents on other projects.
- I. The Consultant agrees to furnish all reports, specifications, and drawings, with the seal of a professional engineer affixed thereto or such seal as required by Iowa law.

- J. The CITY agrees to tender the Consultant all fees in a timely manner, excepting, however, that failure of the Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for the CITY to withhold payment of the amount sufficient to properly complete the Project in accordance with this Agreement.
- K. Should any section of this Agreement be found invalid, it is agreed that the remaining portion shall be deemed severable from the invalid portion and continue in full force and effect.
- L. Original contract drawings shall become the property of the CITY. The Consultant shall be allowed to keep mylar reproducible copies for the Consultant's own filing use.
- M. Fees paid for securing approval of authorities having jurisdiction over the Project will be paid by the CITY.
- N. Upon signing this agreement, Consultant acknowledged that Section 362.5 of the Iowa Code prohibits a CITY officer or employee from having an interest in a contract with the CITY, and certifies that no employee or officer of the CITY, which includes members of the City Council and CITY boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5.
- O. The Consultant agrees at all times material to this Agreement to have and maintain professional liability insurance covering the Consultant's liability for the Consultant's negligent acts, errors and omissions to the CITY in the sum of \$1,000,000.
- P. The Consultant shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging Proposer's negligence, gross negligence, or knowing or willful misconduct, or any, license, patent, or copyright infringement claim rising out of or resulting from the Proposer's operations under this contract.

The Consultant is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, furnished or used in the performance of the contract.

b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

**IV. MISCELLANEOUS**

- A. All provisions of the Agreement shall be reconciled in accordance with the generally accepted standards of the Engineering Profession.
- B. It is further agreed that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, that it is the entire Agreement, and that no other monies or considerations have been solicited.
- C. The following documents are hereby incorporated into this Agreement by this reference, in order of precedence: RFP #17-111 HVAC Study and Building Automation Systems Design Project for City Hall, Robert A. Lee Recreation Center, and Mercer Park Aquatic Center, the CONSULTANT'S Proposal, and any subsequent written language agreed upon by the parties.

FOR THE CITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

FOR THE CONSULTANT

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved by:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date