



PUR0723-015

Tower Terrace Road Phase 7 Improvements

Issue Date: 12/21/2023

Questions Deadline: 1/3/2024 03:00 PM (CT)

Response Deadline: 1/17/2024 03:00 PM (CT)

Purchasing

Contact Information

Contact: Rebecca Johnson

Address: Purchasing Services

City Hall

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Event Information

Number: PUR0723-015
Title: Tower Terrace Road Phase 7 Improvements
Type: Request for Qualifications
Issue Date: 12/21/2023
Question Deadline: 1/3/2024 03:00 PM (CT)
Response Deadline: 1/17/2024 03:00 PM (CT)
Notes: Notice of Request for Qualifications

Notice is hereby given that sealed qualifications will be received electronically before 3:00 p.m. CST on Wednesday, January 17, 2024, for Tower Terrace Road Phase 7 Improvements as requested by the City of Cedar Rapids on behalf of the Corridor Metropolitan Planning Organization. The City will only accept qualifications submitted through the City's Online E-Procurement portal system (IonWave). Email, fax or hard copy Submittals are not acceptable.

Suppliers are solely responsible for correctly submitting their response into the electronic system (IonWave). The City bears no responsibility for delays or errors in submittal of response by the Supplier.

Qualifications will be opened on Wednesday, January 17, 2024, at 3:00 p.m. CST (our clock).

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 Submittals may be withdrawn any time prior to the scheduled closing time for receipt of qualifications; no submittal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

Billing Information

Address: Accounts Payable
PO Box 2148
Cedar Rapids, IA 52406-2148
Email: accountspayable@cedar-rapids.org

Bid Attachments

Certificate to Obtain Insurance.docx

Certificate to Obtain Insurance - Provided by the insurance agent.

[Download](#)

Standard Terms and Conditions.pdf

Standard Terms and Conditions.

[Download](#)

CPF Funding Agreement w Iowa DOT Signed.pdf

Copy of CMPO funding agreement with Iowa DOT.

[Download](#)

RAISE Application 2023 Combined.pdf

2023 RAISE Discretionary Grant Documents.

[Download](#)

Scope of Services - 0723-015.pdf

[Download](#)

Scope of consultant services for the Tower Terrace Road Phase 7 project.

Insurance Requirements.pdf

[Download](#)

Insurance Requirements.

Requested Attachments

RFQ Submittal

(Attachment required)

Please attach a pdf of your RFQ submittal here.

Certification Regarding Ability to Obtain Required Insurance

(Attachment required)

Please attach the completed Certification Regarding Ability to Obtain Required Insurance Form.

Bid Attributes

1 INSTRUCTIONS TO PROPOSERS

Whenever used in this RFQ the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa, on behalf of the Corridor Metropolitan Planning Organization (CMPO). Consultant shall mean the firm providing the professional services for the CMPO. Subconsultant shall mean any person, firm, or corporation who contracts with the Consultant to perform a service for which the basis of payment or Scope of Services is identified as a part of this RFQ. Project Manager shall mean Elizabeth Burke, CMPO Manager, who is the designated coordinator and administrator for the Services under this project.

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

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

Exceptions to Documents

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

Silence of Specifications

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

Incomplete Information

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

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

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

2 FEDERAL FUNDING PROVISIONS

NOTICE: This is a federally funded project

The Corridor Metropolitan Planning Organization (CMPO) is a sub-recipient of the State of Iowa Department of Transportation, Federal-aid Agreement for Congressionally Directed Funding, for the Tower Terrace Road Phase 7 Improvements project, RFQ #PUR0723-015, CFDA #20.205 Highway Planning and Construction.

Awarding Agency: Iowa Department of Transportation / Federal Highway Administration (FHWA)

Funding, in whole or in part, for this Project is through a Federal-aid Agreement for Congressionally Directed Funding, therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements ("Uniform Rules") apply to this Project.

Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements ("Uniform Rules"). Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with all applicable federal laws, regulations and executive orders.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326. See additional provisions attached.

3 INSURANCE IS REQUIRED FOR THIS PROJECT

SERVICES SHALL NOT BEGIN UNTIL THE CERTIFICATE OF INSURANCE AND ALL ENDORSEMENTS ARE RECEIVED AND APPROVED BY THE CITY.

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

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

4 SPECIAL TERMS AND CONDITIONS

Term of Contract

The term of the Contract shall commence after the CMPO and Iowa DOT have signed the Contract and allocation of funding has been confirmed and authorized. The term of the Contract shall end on the date agreed upon between the CMPO and the Consultant.

The Contract may be extended with approval of all parties and written mutual agreement by the CMPO and the Consultant.

A Contract, prepared and signed by the CMPO and the Iowa DOT, shall become the document that authorizes the Services to begin, assuming the insurance requirements have been met by the Consultant and all required authorizations have been obtained by the CMPO from the Iowa DOT and FHWA. Each section contained herein, the attachments, and any addenda and the response from the successful Proposer shall also be incorporated by reference into the resulting agreement.

The CMPO reserves the right to make changes to the Services to be provided which are within the Project, following review by the Iowa DOT and approval of the FHWA. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the CMPO and the Consultant. The Consultant shall not commence any additional services or change the scope of Services until authorized in writing by the CMPO. Consultant shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Consultant and the CMPO. The Contract may only be

amended, supplemented or modified by a written document executed by the Consultant and the CMPO, following review by the Iowa DOT and approval of the FHWA.

In accordance with the provisions and conditions of the Contract, Consultant shall freely enter into the Contract for the purpose of providing Services to the CMPO and to be compensated for the Services.

This will be a Cost Plus Fixed Fee contract. The selected Consultant shall provide sufficient written certification and documentation to substantiate costs billed to the CMPO. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, which reflect said increases.

Payment Terms and Invoice Submittals

Payment terms for Services authorized under the contract shall be net thirty (30) days upon receipt of an acceptable original invoice and after Services are performed, inspected and accepted and all required documentation and reports are received in a format acceptable to the CMPO.

Invoices shall include the following information:

- Consultant name and address
- Date of Services/Deliverable
- PO number
- Description of Services
- Who performed the Services, their job classification, number of hours worked, hourly labor rate and total labor rate charged
- Percentage (%) of firm fixed fee
- The total amount being invoiced
- The Project Number / Contract Number (RFP #PUR0723-015)

Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.

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

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

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

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

Treatment of Documents and Records

Ownership

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

Confidentiality

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

Disposal

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

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

Access/Retention

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

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

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

If Project is funded in any way utilizing Federal Funds the Consultant acknowledges that it may be required to submit to an audit of funds paid through the Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

Expenditure of Service

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

5 Contract Forms

The DOT Standard Consultant Contract will be used for this project.

6 Additional Agreement

Any additional agreement that the Submitter wishes to have considered as part of the resulting contract shall be attached and submitted with the response to this submittal. Any agreement that is submitted after the closing date of the submittal will not be considered. Please note that agreements in direct conflict with the terms and conditions of this RFQ may result in rejection of your response to the RFQ.

Acknowledged

(Required: Check if applicable)

7 EVALUATION AND AWARD

Award - Any award(s) made by the CMPO is subject to prior approval by the CMPO Executive Director.

Award shall be made to the responsible Consultant submitting the most responsive qualifications which offer the greatest value to the CMPO with regard to the criteria detailed and the specifications set forth herein.

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

- a) The evaluation team shall determine which Consultant has submitted the most responsive and responsible qualifications submittal.
- b) No Contract shall be deemed to be created and exist, unless and until the CMPO Executive Director and the Iowa DOT have executed the Contract.
- c) The CMPO issues a purchase order to the Consultant after all required approvals have been obtained and the Contract has been executed by all parties. The purchase order shall constitute authorization for the Consultant to commence the Services.

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

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

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

8 EVALUATION CRITERIA & EVALUATION PROCEDURES

Evaluation Criteria

The submittals will be evaluated based on the general evaluation criteria stated below and the completeness, clarity and content of the submittal. Financial terms will not be a factor in the award.

Qualifications and Experience - 50% of total evaluation score

- a) Relevant experience of key personnel, including assigned Project Manager in order to assess background, capacity and experience
- b) Relevance of references, including performance on projects with the City of Cedar Rapids and other local agencies
- c) Knowledge, experience and demonstrated success providing similar services for complex projects
- d) Related technical experience
- e) Financial responsibility/stability

Company Responsiveness to RFQ - 40% of total evaluation score

- a) Total scope of services proposed and capacity to provide the services
- b) Demonstrated understanding of the project
- c) Proposed timeline and approach for the assessment and conceptual planning process
- d) Responses to overall RFQ and compliance with submission guidelines
- e) Proposal presentation (completeness, organization, appearance, etc.)

Local Presence - 5% of total evaluation score

- a) Certified Local Business in Linn County per [City of Cedar Rapids Buy Local Policy](#)

Disadvantaged Business Enterprise (DBE) Goal - 5% of total evaluation score

- a) Clear intent and documented plan to meet or exceed goal for 5% of contract deliverables to be provided by DBEs
- b) Proposed DBE involvement less than 5% DBE goal will be scored based on the firm's documented good faith effort to involve DBE firms

Evaluation Procedures

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

- 1) Team members will read each submittal and will evaluate based on their experience and judgment of how well the submittal addresses the CMPO's requirements. Each prospective company is assured that any submittal will be evaluated using the best available information and without any forgone conclusions.
- 2) The team members will convene to discuss the submittals. At this point, some firms may be eliminated from further consideration based on their overall response to the RFQ.
- 3) Consideration will also be given to written clarification provided during the evaluation process that should be considered in a responsible, fair assessment of the relative merits of a submittal. References, as deemed appropriate, may be checked at any time during the process.
- 4) The team may arrange interviews, demonstrations and/or presentations with representatives of the top firms.
- 5) The team meets again for further discussion and then scores the top submittals based on the criteria stated above.

A Proposer's submission of qualifications constitutes its acceptance of this evaluation technique.

9 SUBMITTAL INSTRUCTIONS

Qualifications Submittal

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

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

- a) RFQ submittal shall be one pdf with a title page for each section
- b) The submittal document shall be a maximum of 30 pages with minimum 10pt font
- c) Supplemental material may be provided as links within the submittal document
- d) Each page shall be numbered on the bottom right-hand corner.
- e) Attach your RFQ submittal as a pdf under the response attachment above.
- f) The submittal shall be organized as follows:

Proposal Section	Title
1.0	Cover Letter and Executive Summary
2.0	Company Background and Experience
3.0	Response to Scope of Services

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

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

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

Section 3.0 - Consultants shall provide their response to the Scope of Services, including an outline for project management and task implementation. The work plan must detail the firm's services to be performed and a schedule that the firm proposes for completing the project. Identify your firm's approach for inclusion of Disadvantaged Business Enterprises (DBE) for a minimum of 5% of contract deliverables.

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

1 0	References List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. (Name of firm, address, contact person, phone number)
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1 1	Reference #1 - Name <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
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1 2	Reference #1 - Address: <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
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1 3	Reference #1 - Contact Person <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
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1 4	Reference #1 - Phone <input type="text" value="(____) _____ - _____"/> ext: <input type="text"/> <i>(Required)</i>
----------------	---

1 5	Reference #1 - Date & Description of Job <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 2000 characters allowed)</i>
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1 6	Reference #1 - Contract Value <input type="text" value="\$"/> <i>(Required: Numbers only)</i>
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1 7	Reference #2 - Name <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
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18 Reference #2 - Address

(Required: Maximum 1000 characters allowed)

19 Reference #2 - Contact Person

(Required: Maximum 1000 characters allowed)

20 Reference #2 - Phone

(____) _____ - _____ ext: _____

(Required)

21 Reference #2 - Date & Description of Job

(Required: Maximum 4000 characters allowed)

22 Reference #2 - Contract Value

\$ _____

(Required: Numbers only)

23 Reference #3 - Name

(Required: Maximum 1000 characters allowed)

24 Reference #3 - Address:

(Required: Maximum 1000 characters allowed)

25 Reference #3 - Phone

(____) _____ - _____ ext: _____

(Required)

26 Reference #3 - Date & Description of Job

(Required: Maximum 4000 characters allowed)

27 Reference #3 - Contract Value

\$

(Required: Numbers only)

28 Reference #3 - Contact Person

(Required: Maximum 1000 characters allowed)

29 Personnel

30 Name and title of person overseeing the City account:

(Required: Maximum 1000 characters allowed)

31 Office Phone

(____) _____ - _____ ext:

(Required)

32 Mobile

(____) _____ - _____ ext:

(Required)

33 Email

(Required: Email address)

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

(Required: Maximum 4000 characters allowed)

3
5

RFQ Acceptance

I have read and understand the Terms and Conditions, Specifications, and Insurance requirements, contained herein, and further agree to abide and accept said Term, Conditions and Specifications.

Yes Yes - with exceptions

(Required: Check only one)

3
6

RFQ Acceptance Exceptions

If you answered yes - with exceptions to the above question please list the exceptions.

(Additional exceptions will not be allowed during the negotiation process)

(Optional: Maximum 4000 characters allowed)

3
7

PAYMENT METHOD

Do you accept a credit card for payment of purchases?

Yes No

(Required: Check only one)

3
8

QUICK PAY DISCOUNT

3
9

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

(Optional: Maximum 1000 characters allowed)

4
0

Does this discount apply to payments made by Visa?

Yes No

(Optional: Check only one)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature