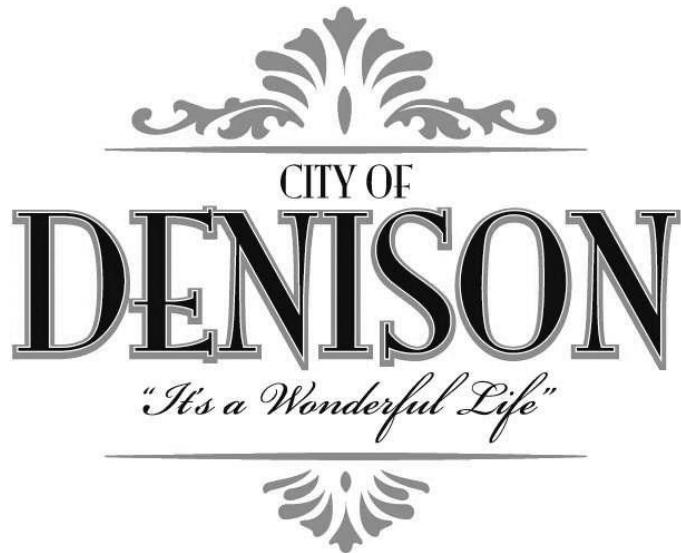


2022

# Request for Proposals: Boulders Sprinkler



Bradley J Hanson, City Manager

City of Denison

6/10/2022

**CITY OF DENISON**

**REQUEST FOR PROPOSALS**

**Request #: 2206 – 2**

Boulders Sprinkler System Repair

Date Issued: Friday, June 10, 2022

**SUBMIT SEALED RFP TO:**

City of Denison City Hall  
City Manager Bradley J Hanson  
Attention: RFP 2206 – 2 Boulders Sprinkler  
111 N Main St  
Denison, IA 51442

\*Include within the submittal 10 hard copies and an electronic copy saved to a memory stick

**SUBMISSION DEADLINE AND RFP OPENING:**

Monday, June 27, 2022, at 1:00 p.m.

**\*\*\*\*\* NO E-MAILED SUBMITTALS WILL BE ACCEPTED \*\*\*\*\***

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## **I. NOTICE TO PROPOSERS**

### **a. Summary:**

The City of Denison has a request for proposals (RFP) from qualified vendors to repair its Boulders Conference Center Fire Suppression System by replacing 2 ¼" through 4" diameter trunk line sprinkler piping in attic area (Boulders Sprinkler). Vendors submitting RFPs are required to read this RFP in its entirety and follow the instructions contained herein.

### **b. Important Dates**

Deliver RFPs no later than the due date and time indicated below. Late proposals may result in disqualification. The City does not assume responsibility for the vendor's delivery method:

**Issue Date:** Friday, June 10, 2022

**Questions Issue Date:** Tuesday, June 21, 2022

**Answers Posted Date:** Thursday, June 23, 2022

**Due Date:** Monday, June 27, 2022, 1:00 PM CST

### **c. How to Submit a Proposal**

Submit all required documentation in a separate and sealed envelope.

Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version.

Electronic proposal in a PDF format stored on a common media memory stick, identical in content and sequence to hardcopy proposal. All ten (10) copies must contain the following within the sealed envelope:

Signature Affidavit (Form A): One Copy

Receipt of Forms (Form B): One Copy

Vendor Profile and Qualifications (Form C): One Copy

References (Form D): One Copy

Insurance and Indemnification (Form E): One Copy

Sustainability Questionnaire (Form G): One Copy

Cost Proposal (Form F): One Copy in separate sealed envelope

Printed or Electronic Proposal: One Copy (Cost separately)

All proposal costs are the expense of the proposer. The City will not consider illegible RFPs. Elaborate RFPs beyond that sufficient to present a complete and effective RFP, are not necessary or desired.

Complete and return Forms A through G to City of Denison City Hall by Monday, June 27, 2022, 1:00 PM CST.

All proposals must be clearly labeled:

Proposer's Name and Address  
RFP #: 2206 – 2  
Title: Boulders Sprinkler  
Due: Monday, June 27, 2022, 1:00 PM CST

Delivery of hard copies to: City of Denison City Hall  
City Manager Bradley J Hanson  
Attention: RFP 2206 – 2 Boulders Sprinkler  
111 N Main St  
Denison, IA 51442

Delivery of electronic copy to be included within the sealed envelope.

RFPs must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third-party delivery service, the outside of the packaging must be clearly marked with the RFP name and number. This ensures that the bid can be delivered to the correct location without having to open the bid prior to opening time.

**d. Contact Information**

The City of Denison City Manager is the procuring agency:  
Bradley J Hanson, City Manager  
City of Denison  
111 N Main St  
Denison, IA 51442  
Phone: (712) 263 – 3143  
[citymanager@denisonia.com](mailto:citymanager@denisonia.com)

**e. Inquiries, Clarification & Exceptions**

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, in writing, to the department contact listed above in section (d).

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see Addenda below. Proposers are strongly encouraged to check for addenda regularly.

RFPs should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications, and dates stated within the bid package. However, the City of Denison reserves the right to disqualify any bids submitted which include exceptions, if deemed not in the City’s best interests.

**f. Addenda**

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to the same websites as the original distribution – see section (g) below. It is the proposer's responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

**g. Bid Distribution Networks**

The City of Denison posts all RFPs, addenda, tabulations, awards and related announcements on two distribution networks – the City of Denison website ([https://denisonia.com/?page\\_id=1753](https://denisonia.com/?page_id=1753)), and the Iowa League of Cities website (<https://iowaleague.org/classifieds/>). The aforementioned documents are available exclusively from these websites. It is the proposer's responsibility to regularly monitor the bid distribution network for any such postings. Proposer's failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification.

**h. Local Vendor Preference**

The City of Denison may grant a scoring preference to local suppliers. The "local area" is defined as a physical address where the entity does business within the City of Denison. United States Post Office boxes or other private postal boxes are insufficient to satisfy the requirements of this section.

Exemptions and limitations may apply. Due to state law, buy local preference may not apply to public works projects. Due to federal restrictions, federally funded programs are also exempt. Exemptions will also be made for emergencies, sole source purchases, cooperative purchasing agreements and cases in which a local vendor is not qualified as determined by City staff. If it is determined by City staff that a vendor has misrepresented its local status, it will be ineligible to receive preference.

**i. Oral Presentations/Site Visits/Meetings**

Proposers may be asked to attend meetings, make oral presentations, inspect City locations, or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the proposer's expense.

This project is important and urgent, and therefore, the City has set an on-site availability date and time for on-site and in-person review of the project for determined that the importance of this project at 1:00 p.m. until 3:00 p.m. on Monday, June 22, 2022.

**j. Acceptance/Rejection/Withdrawal of Proposals**

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that an

Agreement will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any proposals responding to this invitation without indicating any reasons for such rejection(s).

**k. Public Record Law Compliance**

It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of Agreements. The City will ensure compliance with all public record requests according to Iowa State law or federal law – whichever prevails, and legal guidance as necessary.

Any public records request received related to this Agreement with City shall immediately be reported to the City Manager; however, depending on staff workload, proposers should understand that any request for current fiscal year budgets, past year expenditures related to this type of project, or any other request in similar nature may not receive the records until after the bid deadline.

**I. Public Records Notice**

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the public records law of the State of Iowa or other applicable public record laws. Information qualifying as exempt – as defined in State of Iowa Statutes – may not be made available for public inspection.

Proposers shall separately and clearly identify all information they deem to be exempt from disclosure, such as “trade secrets”, as defined in the State of Iowa Statutes. Do not duplicate or co-mingle information deemed confidential.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting Agreement. The City will not provide advance notice to proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of proposals from public view – until such times as competitive or bargaining reasons no longer require non-disclosure, in the City’s opinion. At that time, all proposals will be available for review in accordance with such laws.

**m. Tax Exempt**

The City of Denison as a municipality is exempt from payment of federal excise taxes and State of Iowa taxes.

**n. Cooperative Purchasing**

Bidders may choose to extend prices offered on bids to other municipalities. The City is not responsible for any Agreement resulting from a cooperative purchase using this RFP as a basis; they are made solely between the bidders and third-party unit of government.

**o. Terms of Agreement**

1. **Term of Agreement** – The term of the Agreement shall be for nearly a three (3) year period to commence on: Monday, July 18, 2022, ending on Monday, June 30, 2025.
2. **Subcontractor Regulations** – Successful vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the Agreement or any portion therein, or its right, title or interest in, to any person, vendor or corporation without prior review and possible approval by the City.
3. **Amendments** – Any and all changes to the Agreement terms and conditions shall be evidenced in writing by amending/modifying the Agreement.

**p. Cancellation/Termination of Agreement**

The City may terminate the Agreement at any time at its sole discretion by delivering thirty (30) day written notice to the Contractor. Upon termination, the City's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the City. In the event that the Contractor terminates the Agreement, for any reason whatsoever, it will refund to the City within thirty (30) days of said termination, all payments made hereunder by the City to the Contractor for work not completed or not accepted by the City. Such termination will require written notice to that effect to be delivered by the Contractor to the City not less than thirty (30) days prior to said termination. However, the City reserves the right to terminate the Agreement expeditiously or immediately, if Contractor repeatedly fails to maintain a safe work environment, follow the agreement, use faulty equipment and/or materials, etc.

**q. Evaluation Process & Scoring**

1. **Evaluation Team.** The RFP will be reviewed by the Evaluation Team. Evaluation team consists of at least three members and at most five members. At least one member from each of the following departments: City Manager, Building Inspection, Fire Department. All proposals will be scored individually. A staff member from The City Clerk's Department will oversee the evaluation process to ensure fairness within the process. This process may take a few hours or a few days, depending on the number and length of proposals and the availability of those on the evaluation panel. Evaluation team will examine each proposal to determine if all minimum requirements have been met to warrant further evaluation. Proposals meeting the minimum requirements will be evaluated in accordance with the point rating system. To qualify as a competent proposer written proposals must achieve an overall minimum of 70%.

2. **Minimum Requirements.** The proposer cannot be prohibited from work within the State of Iowa and must be licensed to work within the State.

3. **Evaluation Criteria and Process.** Evaluations of the proposals will be based on a weighted point system as follows:

CRITERIA	DESCRIPTION	POINTS
1	Qualifications of Firm	25
2	Relevant Experience of Firm	25
3	Costs	30
4	Sustainability	5
5	DBE/WBE	10
6	Local Preference	5
	TOTAL	100

4. **Definition of Major Criteria Categories:**

Qualification of Firm: The evaluation is based on qualifications and competence in relation to the scope of the project, the overall approach and strategy described in the proposal and company's capacity to perform the work within the specified timeframe, the professional qualifications of key personnel related to the work described in the scope of the project.

Relevant Experience of Firm: Evaluation is based on the history of the company, the experiences as it related to the requirements within the RFP, evidence of past performance, quality and relevance of past work, reference, and related items.

Sustainability: The City's vision is to create and expand sustainability practices while always recognizing the interdependence of environmental quality, economic resiliency and growth, and social equity. Evaluation is based on the effect business has on the environment and reflects the City's demographics and community.

5. **DBE/WBE:**

DBE (Disadvantaged-Owned Business Enterprise):

- Organized as a for-profit business;
- At least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals; and
- Controlled (managed and operated daily) by one or more socially and economically disadvantaged individuals.

WBE (Woman-Owned Business Enterprise):

- Organized as a for-profit business;
- At least fifty-one percent (51%) owned by one or more women; and
- Controlled (managed and operated daily) by one or more women

6. **Local Preference:** To qualify as "local," a business must meet at least two of three criteria:

- At least fifty percent (50%) of its employees working at facilities in the City;
- At least fifty percent (50%) of ownership vested with the City residents; and
- At least fifteen percent (15%) of sourcing within the City area.

## 7. Evaluation of Criteria

### Criteria 1 and 2: Qualifications of Firm and Relevant Experience of Firm:

Evaluation team will use the evaluation scoring guide below to evaluate these two criteria. Each criteria will have a maximum number of points assigned to it. Based upon how well the proposal addressed each criteria, the evaluation team assigns a percentage of 0% up to maximum percentage of 100% to each criteria and then multiplies the maximum points by the appropriate scoring percentage to compute the final score.

**Evaluation Scoring Guide**

Percent. (%)	Response Quality	Description	Strengths Relative to Requirement	Weaknesses	Proposed Approach Confidence
90 – 100	Excellent	The proposal addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other factors to justify this rating.	Meets requirements – numerous strengths in the key areas	None	Very High
80 – 89	Good	The proposal addresses the requirements completely and addresses some elements of the requirements in an outstanding manner.	Meets requirements – some strengths in key areas	Minor – not in key areas	High
70 – 79	Moderate	The proposal addresses most elements of the requirements.	Meets most requirements – minimal strengths provided in their response.	Moderate – does not outweigh strengths	Moderate
60 – 69	Marginal	The proposal meets some of the RFP requirements.	Meets some of the requirements with some	Exist in key areas - outweighs strengths	Low

			clear strengths.		
0 – 59	Unacceptable	The proposal meets a few to none of the RFP requirements.	Meets a few to none of the requirements with few or no clear strengths.	Significant and numerous	No Confidence

For example:

Criteria	Point Weight	Percentage	Final Score
Qualification of Firm	25	80%	20
Relevant Experience of Firm	25	90%	22.5

#### **Criteria 3: Cost**

The Evaluation Team shall complete the evaluation of the cost points. The proposal with the lowest cost will receive the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal. For Example: the cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. If the total points available for the cost criteria = 25 points, the next lowest proposal would be assigned 20 points ( $\$100,000/\$125,000$ ) x 25pts)

#### **Criteria 4: Sustainability:**

The RFP should demonstrate alignment with the City's beginning stages of sustainability objectives. Examples include business efforts to reduce resource consumption (electricity, fuel, water, materials, food, etc.) and associated emissions, relevant commitments to sustainability initiatives or goals, and progress towards or completion of industry-standard certifications (examples include GRI, LEED, ISO14001, SASB); relative to the type of product/service being provided. The evaluation team will use the scoring guide below to assess responses, understanding that sustainability is a broad undertaking with many potential strategies and outcomes. Proposers are required to complete the Form G: Sustainability Questionnaire and submit it with the proposal.

#### **Scoring Guide**

Criteria	Measurement	Score	Guidance
1. Reduction in product/service emissions, resource consumption	Absent (0), moderate (1-2), good (3-4), excellent (5-6)	0 – 6	Demonstrated, measurable reduction in electricity, fuel, water, materials, and food consumption related to the product/service.
2. Commitments to sustainability initiatives or goals	Absent (0), good (1), excellent (2)	0 – 2	Business initiatives (internal and external) and goals that support the community and environment.
3. Sustainability-related certifications	Absent (0), in progress or 1	0 – 2	Certifications recognize pursuit of operational best practices and

	certification (1), 2+ certifications (2)		demonstrate alignment on shared values.
Overall Sustainability Score	Absent-Excellent	0 - 10	Refer to provided guidelines

**Criteria 5: DBE/WBE:**

A DBE/WBE certified business will receive 10 points. A non-certified business will receive zero points.

**Criteria 6: Local Preference:**

A local business will receive 5 points. A non-local business will receive zero points.

**r. Insurance & Indemnification Requirements**

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the Agreement. See Form E for requirements.

**II. Description of RFP**

The scope of this RFP is to repair its Boulders Conference Center Fire Suppression System by replacing 2 ¼" through 4" diameter trunk line sprinkler piping in attic area (Boulders Sprinkler).

The scope of work may include, and is based on per project whether stated or not, but are not limited to:

1. The RFP is for the dry system in the Boulders Conference Center (2507 Boulders Dr, Denison, IA 51442) attic only. Provide all costs to replace trunk lines from 2 ¼" to 4" diameter.
2. Work includes all fittings necessary to connect and reconfigure new mains to fit existing branch lines and fire sprinkler heads.
3. All new mains shall be installed on a positive grade from the riser from the 2<sup>nd</sup> (upper) level to the attic. This shall include replacing, adding or fixing all necessary hangers, to meet current City of Denison plumbing codes.
4. The compressed air system shall be released at beginning of each day work is planned and then returned to normal working conditions at the end of the day's work, so that the system is ready to operate if needed overnight. The system shall not be in-operable except during the day when contractor is working.
5. All new pipe material shall be in accordance with the most current NFP-13 Code.
6. All old pipe and debris shall be removed and disposed of per local and state law.
7. Work shall not include sprinkler lines in outer soffit overhang or entrance canopy areas.
8. Coordination of Public Bidding process to allow for construction completion prior to deadline per project.

**III. Required Information**

Interested firms shall submit:

- Relevant qualifications and experience of firm and proposed project manager;

- Proposed project schedule and ability of firm to meet the schedule;
- Written proposal outlining the firm's approach to the project and their project team;
- Fee proposal; and
- Forms A through G.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposal, declares that the attached Proposal and pricing is in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to an Agreement.

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Company Name

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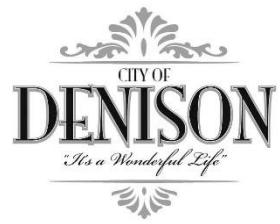
Signature

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Date

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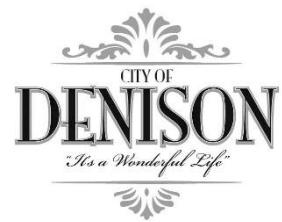
Printed Name of Person Signing



This form must be returned  
with your submittal.

FORM A: SIGNATURE  
AFFIDAVIT  
RFP 2206 – 2  
BOULDERS SPRINKLER

Proposers hereby acknowledge the receipt and/or submittal of the following forms:



This form must be returned  
with your submittal.

FORM B: RECEIPT OF  
FORMS & SUBMITTAL  
CHECKLIST  
RFP 2206 – 2  
BOULDER SPRINKLER

**COMPANY INFORMATION**

Complete Legal Company Name:			
FEIN (If FEIN is unavailable, SSN collected upon award):			
Contact Name (Able to answer questions about the proposal):	Title:		
Contact Number:	Fax Number:		
Email:			
Address:	City:	State:	Zip Code:

**ORDERS/BILLING CONTACT**

Address where City purchase orders/Agreements are to be mailed and person the department contacts concerning orders and billing.

Contact Name:	Title:		
Contact Number:	Fax Number:		
Email:			
Address:	City:	State:	Zip Code:

**LOCAL VENDOR STATUS**

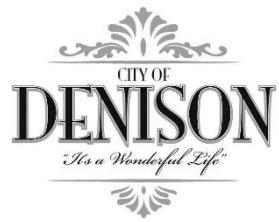
The City of Denison has included a local vendor preference granting a scoring preference to local suppliers. Only suppliers within the City of Denison limits as of the bid's due date will receive preference. Check only one box:

**YES**, we are a local vendor.  
 **NO**, we are not a local vendor.

**CORPORATION INFORMATION**

If applicant is a corporation, please complete both columns:

Names of Corporate Officers	Names of Corporate Directors
(Continued on next page)	(Continued on next page)



This form must be returned with your response.

FORM C: VENDOR PROFILE / QUALIFICATIONS  
RFP 2206 – 2  
BOULDERS SPRINKLER


#### **CONFLICT OF INTEREST**

A conflict of interest may exist where an employee or close relative/family member has a connection to your business, and a third party may consider that this relationship may compromise the competitive process. Does any employee of your company have a possible conflict of interest with this process?    Yes    No

If yes, please specify the following:

Employee Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

#### **PRIOR WORK**

Has your organization ever performed work for the City of Denison?    Yes    No

If yes, please specify scope of work:


#### **WORK EXPERIENCE**

List Agreements for similar services, work or materials that have been completed within the last five years.

Project	Location	Type of Service	Total Amount of Agreement	Completion Date	Name/Phone of Owner or Other Reference

**KEY PROJECT PERSONNEL INFORMATION**

Provide the requested information for key personnel who would be assigned to work on Agreements awarded or who would, at a minimum, supervise such work.

Name	Title	Primary Responsibilities	Years of Experience	Education (Degrees & Certificates)	Other Relevant Experience &/or Qualifications

**JUDGEMENTS AND CLAIMS**

Are there any judgements, claims or suits pending our outstanding against you or your organization? Yes No

If yes, please explain:

**DISPUTES REGARDING LIENS**

Has any owner or higher-tier Contractor with whom your business has had a Agreement ever disputed a claim of lien filed by you or your organization? Yes No

If yes, please explain:

**RECEIVERSHIP**

Have you or your organization filed for bankruptcy, receivership, or reorganization within the last five years?

Yes      No

If yes, please explain:

**LEGAL INFRACTIONS**

Have you or your organization been cited and/or fined for failure to comply with federal or state regulations and/or statutes in the past two years?   Yes      No

If yes, please explain:

Information provided in this application may be audited by the City of Denison.

Provision of information on Form C does not relieve your company from providing the same or additional information as requested in a response to a request for proposal.

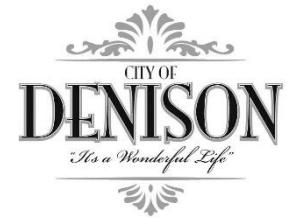
Submittal of Form C does not guarantee qualification. Qualification will be given only if your company meets all statutory, regulatory or City requirements, including those not listed on this application. Qualification does not guarantee your company any business.

Your company must update significant information changes in writing within 30 days. Significant changes include, but are not limited to: change of legal status, TIN, ownership, name, address, as well as loss of licensure or registration, filing of bankruptcy, or suspension by any federal, state, or local government agency.

Failure to provide accurate and reliable information required by this form may, in accordance with any applicable laws, result in penalties including, but not limited to, suspension or debarment from doing business with the City of Denison and termination of Agreements.

**Reference # 1 – Client Information**

Company Name:		Telephone:	
Contact Name:		Fax Number:	
Email:			
Address:	City:	State:	Zip Code:
Agreement Period:	Year Completed:	Total Cost:	
Description of Work Performed:			



This form must be returned  
with your response.

FORM D: REFERENCES  
RFP 2206 – 2  
BOULDERS SPRINKLER

**Reference # 2 – Client Information**

Company Name:		Telephone:	
Contact Name:		Fax Number:	
Email:			
Address:	City:	State:	Zip Code:
Agreement Period:	Year Completed:	Total Cost:	
Description of Work Performed:			

**Reference # 3 – Client Information**

Company Name:		Telephone:	
Contact Name:		Fax Number:	
Email:			
Address:	City:	State:	Zip Code:
Agreement Period:	Year Completed:	Total Cost:	
Description of Work Performed:			

**Reference # 4 – Client Information**

Company Name:		Telephone:	
Contact Name:		Fax Number:	
Email:			
Address:	City:	State:	Zip Code:
Agreement Period:	Year Completed:	Total Cost:	
Description of Work Performed:			

**Reference # 5 – Client Information**

Company Name:		Telephone:	
Contact Name:		Fax Number:	
Email:			
Address:	City:	State:	Zip Code:
Agreement Period:	Year Completed:	Total Cost:	
Description of Work Performed:			

**Reference # 6 – Client Information**

Company Name:		Telephone:	
Contact Name:		Fax Number:	
Email:			
Address:	City:	State:	Zip Code:
Agreement Period:	Year Completed:	Total Cost:	
Description of Work Performed:			

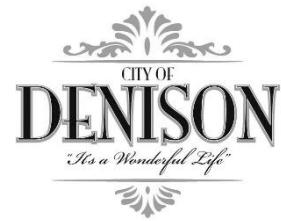
## INDEMNIFICATION – Professional Services

To the fullest extent allowable by law, Consultant hereby indemnifies and shall defend and hold harmless City of Denison, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses whatsoever of any kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on City of Denison. Consultant's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Denison, or City of Denison's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to the City of Denison under this or any other Agreement. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Consultant shall reimburse City of Denison, or any of its directors, officers, employees, or authorized representatives or volunteers, for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Denison, or any of its directors, officers, employees, or authorized representatives or volunteers.



This form must be returned with your response.

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the Agreement.

FORM E:  
PROFESSIONAL  
SERVICES INSURANCE  
& INDEMNIFICATION  
REQUIREMENTS  
RFP 2206 – 2  
BOULDERS SPRINKLER

## **GENERAL CONDITIONS – Professional Services**

Laws, Regulations and Permits – The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the project. The Consultant shall also be liable for all violations of the law in connection with the project. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, the Consultant shall bear all costs arising therefrom.

Safety & Security – The Consultant shall execute and maintain his/her work to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Iowa labor Code and the U.S. Department of Transportation Omnibus transportation Employee Testing Act.

## **INSURANCE REQUIREMENTS – Professional Services**

Unless otherwise specified in this Agreement, the Consultant shall, at its sole expense, always maintain in effect during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

**Worker's Compensation and Employers Liability Insurance** – The Consultant shall cover or insure under the applicable Iowa labor laws relating to worker's compensation insurance, all their employees in accordance with the law in the State of Iowa. The Consultant shall provide statutory covers for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

**Commercial General Liability and Automobile Liability Insurance** – The Consultant shall provide and maintain the following commercial general liability and automobile liability insurance:

**Coverage** – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

**Limits** – The Consultant shall maintain limits no less than the following:

1. General Liability – One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504 endorsement provided to the City of Denison) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability – Five million dollars (\$5,000,000) for bodily injury, personal injury, and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.
4. Professional Liability – One million dollars (\$1,000,000) per claim and annual aggregate.

***Required Provisions*** – The general liability and automotive liability policies are to contain or be endorsed to contain the following provisions:

1. The City of Denison, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033 for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises occupied or used by the Consultant; and vehicles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Denison, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects the City of Denison, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Denison, its directors, officers, employees, or authorized representatives or volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Denison, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after sixty (60) days, or ten (10) days for non-payment of premium, prior written notice by U.S. mail has been given to the City of Denison.
6. Such liability insurance shall indemnify the City of Denison against loss from liability imposed by law upon, or assumed under Agreement by, the Consultant for damages on account of such bodily injury including death, property damage, personal injury, completed operations, and products liability.

The Consultant shall, upon demand of the City of Denison, deliver to the City of Denison such policy or policies of insurance and the receipts for payment of premiums thereon.

**Deductibles and Self-Insured Retentions** – Any deductible or self-insured retention must be declared to and approved by the City of Denison. At the option of the City of Denison, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

**Evidences of Insurance** – Prior to execution of the agreement, the Contractor shall file with the City of Denison City Clerk, a certificate of insurance (Acord Form 25-S) signed by the insurer's representative as well as endorsements evidencing the coverage required by this agreement. In addition Contractor shall file Form CG 20 10 11 85, or Form CG 20 10 07 04 for ongoing work exposure AND Form CG 20 37 07 04 for products-completed operations exposure. Contractor will also provide Form CG 28 04 10 93, Earlier Notice of Cancellation with thirty (30) days' notice.

Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-6.

**Sub-Contractor** – In the event that the Consultant employs other Contractor (such as sub-contractors) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-Contractor meets the minimum insurance requirements specified above.

**Acknowledgement of Insurance and Indemnification Requirements**

Our organization recognizes the City of Denison's Insurance and Indemnification Requirements and will comply with these requirements if we are selected to complete this project for the City of Denison, IA.

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COMPANY NAME

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SIGNATURE

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DATE

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PRINT NAME OF PERSON SIGNING

### Fee Proposal to include the following:

Will Vendor accept credit card for payment with no additional fees?

Yes      No

Will Vendor accept payment via Electronic Funds Transfer (EFT)?

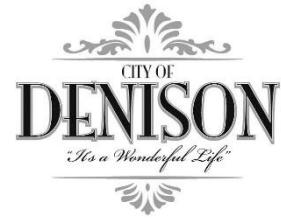
Yes      No

Will Vendor allow Piggybacking of this Agreement to other government agencies? Yes No

Yes      No

The below fees shall be compensation for all the services provided pursuant to this agreement. The cost for project deliverables shall be included as part of the costs above. This fee includes all necessary meetings with the City Council and such Committees, Boards, and Commissions as required. All costs incurred by the Contractor and all sub-contractors are included herein.

Any additional services over and above the services described in this agreement shall be provided only when authorized in writing by the City's designated representative. For additional services, provide the hourly rate for all staff positions (i.e. – Engineer Technician, Project Engineer, etc.) that may be designated for this project and any overhead rates that would apply:



This form must be returned with your response.

FORM F: FEE  
PROPOSAL  
RFP 2206 – 2  
ULDERS SPRINKLERS

The undersigned, submitting this Proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposal, declares that the pricing is in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to an Agreement.

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COMPANY NAME

---

SIGNATURE

---

DATE

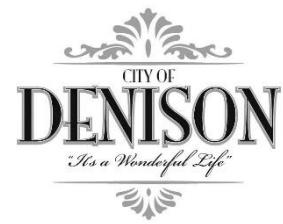
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PRINT NAME OF PERSON SIGNING

Complete the Questionnaire in the form set out below. Should more space be required, the proposer may use the same table formats and attach separately to the Proposal Form ensuring that such additional pages correctly reference each corresponding section of this form.

1. Please describe how your company strives to reduce emissions and/or resource consumption associated with your product/service. This could include but isn't limited to: electricity, fuel, water, materials, food waste; responses should be framed by the impact of the resource relative to the product/service being provided. (0-6 points).

2. Please describe your companies' commitment to sustainability through initiatives or stated goals. These could include but are not limited to: purchasing policies, employee engagement programs, setting an organizational GHG-reduction target, hazardous substance/chemical reduction, continuous improvement processes, and improved experiences for employees, communities, and customers. This category considers impacts both internal and external to your organization. Scoring is influenced by overall positive impact to the community (0-2 points).



This form must be returned with your response.

FORM G:  
SUSTAINABILITY  
QUESTIONNAIRE  
RFP 2206 – 2  
BOULDERS SPRINKLER

3. Please list all industry best practice or sustainability-related certifications. These could include but are not limited to: GRI, LEED, SASP, ISSP, ENERGY STAR, EMS, SA8000, environmental conservation recognition, ISO series, JUST label, and could be associated with staff, facilities, or the organization itself. Scoring is influenced by pursuit of, progress to, and quantity of certifications and recognition (0-2 points).

4. As the City of Denison believes it is important to protect our environment for our future generations, do you have a policy to share your policies with the City or assist the City in its endeavor to improve and move closer to more of a sustainable community? Please share any limitations on those items shared, or if you offer discounted service to move the City to improve its environmental impact.