



"Cedar Rapids is a vibrant urban hometown – a beacon for people and businesses that are invested in building a greater community now and for the next generation."

REQUEST FOR PROPOSAL

December 15, 2017

For
TOWER TERRACE ROAD CORRIDOR MANAGEMENT PLAN
RFP #PUR1117-086

Prepared by
City of Cedar Rapids
Purchasing Services Division

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Attachment	Attachment Name
A	Standard Terms and Conditions
B	Insurance Requirements
C	Submittal Forms (General Company Information, Certification Regarding Ability to Obtain Required Insurance, Proposal Pricing Submittal Form, Signature Page Form, Byrd Anti-Lobbying Amendment Compliance and Certification, Certification Regarding Debarment, Non-Collusion Affidavit)

SECTION 1.0 – NOTICE OF REQUEST FOR PROPOSAL (RFP)

1.1 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before 3:00 p.m. CST on Friday, January 19, 2018, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for the Tower Terrace Road Corridor Management Plan as requested by the City of Cedar Rapids on behalf of the Corridor Metropolitan Planning Organization.

1.2 RFP Timeline

Name of the Proposal Tower Terrace Road Corridor Management Plan, RFP #PUR1117-086

Date of Issuance Friday, December 15, 2017

Deadline for Questions Friday, January 5, 2018 by 3:00 p.m. CST

Deadline for Proposal Submittal Friday, January 19, 2018 before 3:00 p.m. CST
Proposals time stamped 3:00 p.m. or after are late

Recommendation for Award February 2018

Submit Proposal to: →→→→→→→→
Submit in a sealed envelope.
Address exactly as stated.
City Clerk Office Hours 8 am to 5 pm, Mon-Fri

Sealed Proposal: Tower Terrace Road Corridor Management Plan
Office of the City Clerk-City Hall
101 First Street SE
Cedar Rapids IA 52401

Method of Submittal US Mail, Overnight Delivery or In Person
Electronic and fax proposals **are not** acceptable

Contact Person, Title Rebecca Johnson, CPPB, Purchasing Agent
E-mail Address r.johnson2@cedar-rapids.org

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

1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Similarly, the City is not responsible for, and will not open, any proposal responses that are received on or after the time stated above. Late submittals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.4 Proposals will be publicly opened on Friday, January 19, 2018 at 3:00 p.m. CST (our clock) in City Hall, 101 First Street SE, Cedar Rapids 52401. Only the names of companies who submitted proposals will be revealed. The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the awarded proposal(s).

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

----- End of Section 1.0 -----

SECTION 2.0 – INSTRUCTIONS TO PROPOSERS

2.1 Federal Funding Provisions

The City of Cedar Rapids, Iowa, is a sub-recipient of the State of Iowa, of Metropolitan Planning Funds (PL Funds) in accordance with 23 U.S.C 104 and under Section 1105 of the Moving Ahead for Progress in the 21st Century Act (MAP-21).

This Project is financed in part through an allocation of PL Funds from the Federal Highway Administration (FHWA)

2.2 NOTICE: INSURANCE IS REQUIRED FOR THIS PROJECT

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

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

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

2.3 Whenever used in this RFP the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Consultant shall mean the firm providing the Tower Terrace Road Corridor Management Plan for the Corridor Metropolitan Planning Organization (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 RFP. Project Manager shall mean Bill Micheel, Corridor MPO Manager, who is the designated coordinator and administrator for the Services under this project.

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

2.5 Pre-Proposal Meeting

There is no Pre-proposal meeting for this Project.

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

2.7 Addenda

Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Proposer in writing by Friday, January 5, 2018 at 3:00 p.m. CST. FAX or E-MAIL all questions to Rebecca Johnson, 888-815-3659 or r.johnson2@cedar-rapids.org. Any and all questions will be responded to in the form of written addenda to all Proposers. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment C). All Addenda will be posted on the City's website. It is the Proposer's responsibility to check for addenda.

www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/current_bid_opportunities_list.php

2.8 Exceptions to Documents

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

2.9 Silence of Specifications

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

2.10 Incomplete Information

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

2.11 No responsibility will be attached to any person for premature opening of a proposal not properly identified.

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

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

----- End of Section 2.0 -----

SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

3.1 Term of Contract

- 3.1.1 The initial term of the Contract shall commence on the date the Contract is executed and is anticipated to end on July 31, 2018.
- 3.1.2 The Contract may be extended by written mutual agreement by the City and the Consultant.
- 3.1.3 A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the Services to begin, assuming the insurance requirements have been met. Each section contained herein, the attachments, and any addenda and the response from the successful Proposer shall also be incorporated by reference into the resulting agreement.
- 3.1.4 The City reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Consultant. The Consultant shall not commence any additional services or change the Scope of Services until authorized in writing by the City. Consultant shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Consultant and the City. The Contract may only be amended, supplemented or modified by a written document executed by the Consultant and the City Manager.
- 3.1.5 In accordance with the provisions and conditions of the Contract, Consultant shall freely enter into the Contract for the purpose of providing Services to the City and to be compensated for the Services.
- 3.1.6 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Consultant requests a price increase, the Consultant shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

3.2 Contract Forms

- 3.2.1 If a Proposer intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this project, the form must be submitted with the Proposal for review by the City's legal counsel during the evaluation of Proposals. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.
- 3.2.2 Proposers are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses. If agreement form indicated a firm other than the Proposer is Consultant, or payee, the proposed Consultant or payee must also indicate concurrence with the deletion of such clauses.
- 3.2.3 If no agreement form is included with the proposal, no such form will be approved by the City during the evaluation or award processes, or following award of contract. If the proposal does not indicate the proposed Consultant, vendor or payee to be a person or company other than the Proposer, (1) only the Proposer will be considered as Consultant and (2) payments will be made only to the Proposer to whom the contract is awarded.
- 3.2.4 The City of City Rapids will in no case agree to terms not submitted for review with the proposal submittal.

3.3 Payment Terms and Invoice Submittal

- 3.3.1 Payment terms for Services authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice and after Services are provided, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.
- 3.3.2 Invoices shall include the following information:
- Consultant name and address

- Date of Services
- City PO number
- Description of Services
- The total amount being invoiced
- The Project Number / Contract Number (#PUR1117-086)

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

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

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

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

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

3.3.6 Actual travel time to and from the work location is not reimbursable under the Contract.

3.4 Treatment of Documents and Records

3.4.1 Ownership

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

3.4.2 Confidentiality

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

3.4.3 Disposal

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

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

3.4.4 Access/Retention

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

Any duly authorized representative of the City, the State or a Federal Agency 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 including but not limited to litigation, claim, negotiation, audit or any other action involving the records.

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

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

3.6 Expenditure of Service

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

----- End of Section 3.0 -----

SECTION 4.0 – SCOPE OF SERVICES

4.1 Purpose

The Corridor Metropolitan Planning Organization (CMPO) is seeking proposals from qualified Consultants for an update to the 2010 Tower Terrace Road Corridor Management Plan (TTRCMP) in conformance with this Scope of Services.

4.2 Background

The 2010 TTRCMP was intended as, and has served as, a guide for the future development of Tower Terrace Road for the affected CMPO member jurisdiction's staff, the Transportation Technical Review Committee (TTAC), the Policy Board, and CMPO staff. The TTRCMP was also intended to:

- Identify and reserve a contiguous east-west transportation corridor, such that each jurisdiction can guide platting and development efforts without encumbering the needed right of way;
- Define the intended arterial transportation network, which can act as a catalyst for in-fill development; and
- Provide a planning tool toward the orderly funding and construction of the roadway.

In the seven (7) years since the adoption of the TTRCMP in 2010 a number of significant changes have occurred which require an update to the plan including:

- Completion of a number of the Tower Terrace Road sections outlined in the 2010 TTRCMP;
- Funding has been committed to and project work has commenced on several additional road sections outlined in the 2010 TTRCMP;
- Expansion of the study area to include areas west of I-380;
- Commitment of \$5,000,000 over 4 years by the CMPO for the Tower Terrace Road/I-380 Interchange (\$4 million from the CMPO and \$1 million combined from 5 CMPO member jurisdictions);
- The construction of the I-380/Tower Terrace Road Interchange was added to the 2018 to 2022 Iowa DOT Five-Year Highway Program in June of 2017 with a target year of 2022.
- Commencement of a Tower Terrace Road/I-380 Interchange Justification Report (IJR) anticipated to be completed by March of calendar year 2018.

Proposals shall include all elements outlined in the Scope of Services below and the CMPO is open to suggestions of additions to the plan that are necessary to meet the agreed upon Generalized Goals for the plan update once they are formulated by the Advisory Group. The successful respondent will have expertise in developing Corridor Management Plans of similar size and scope, and shall submit a proposal that includes a work plan for accomplishing the project, timeline, all-inclusive firm-fixed fee to complete the project, and references and samples of previous comparable projects.

4.3 Scope of Services

Review, confirmation, and/or updates to the following plan elements shall be considered with attention paid to how each impacts the other plan elements and the overall management of the Tower Terrace Road Corridor:

4.3.1 Public Input

- a) Tower Terrace Road Advisory Group - CMPO staff will facilitate the formulation of a Tower Terrace Road Advisory Group with members from Cedar Rapids, Hiawatha, Linn County, Marion, and Robins. The members will represent a mix of skills and expertise including planners, administrators, engineers, and policy makers. This group's primary role will be to confirm the Planning Area, update the Plan Vision Statement, review/update the Generalized Working Plan Goals, and provide input at important points in the planning process. The Advisory Group will meet as necessary, however, it is anticipated that the Advisory Group will meet in the range of three (3) to four (4) times during the course of plan update process. The consultant will need to facilitate each of these meetings either in person or via video conference.
- b) Meetings and Public Input – CMPO staff will organize between one (1) and two (2) public input opportunities. The consultant will provide assistance by designing and providing the offerings and materials for the public input opportunities, which will be facilitated by CMPO staff with the results and input communicated back to the consultant.

4.3.2 Plan Vision Statement

Facilitate a discussion with the Advisory Group to review, confirm, or update the Plan Vision Statement.

4.3.3 Generalized Working Plan Goals

Facilitate a discussion with the Advisory Group to review, confirm, or update the Generalized Working Plan Goals.

4.3.4 Planning Area

Update the Planning Area based on the study area for the forth-coming I-380/Tower Terrace Road IJR.

4.3.5 Land Use

- a) Review and consider planned (platted) developments and developments constructed since the adoption of the 2010 plan;
- b) Consideration of existing land uses; and
- c) Incorporation of Future Land Use Plans of the affected member jurisdictions into the document and inclusion of recommendations for changes based on plan outcomes.

4.3.6 General Design Criteria

- a) Cross-section design
 - Considerations made for consistent cross-section throughout the corridor and transitions for areas of the corridor where this is not possible, traffic lane widths, raised medians, bike lanes, shared-use paths, sidewalks, clear zones, utility accommodations, street lighting, landscaping, border area, gateway opportunities, and conceptual bridge design for purposes of order of magnitude cost opinion.
 - Intersection design – identify possible locations where round-a-bouts may be more efficient/safe than other options.
- b) Necessary review and possible updates to additional Road Design Criteria including; design speed, traffic forecasts, green streets (stormwater management best practices and environmentally sustainable road design elements), accommodations for existing and planned adjacent roadway improvement projects and major street connection locations, locations of major utility crossings, complete streets (accommodation of all modes of transportation, grade-separated vs. at-grade crossings, and access control).
- c) Special consideration needs to be given to the bridge currently envisioned over the Canadian National Railroad and possible alternatives.

4.3.7 Proposed Alignment

Review and update the existing and proposed alignment of Tower Terrace Road in the Corridor Management Plan.

4.3.8 Implementation and Next Steps

Review and update recommendations found in the Implementation and Next Steps plan elements.

4.3.9 Order of Magnitude Cost Opinions

- a) Review and update cost opinions based on agreed upon road segments, cross-section design, bridge design, etc.;
- b) Cost opinions shall be reported both in current and anticipated year of construction dollars;
- c) Cost opinions shall also be broken down by jurisdictional location and funding partnerships;
- d) Develop funding plan and recommendations for completion of Tower Terrace Road.

4.3.10 Plan Sheets, Maps, Figures, and Appendices

Review and update the Plan Sheets, Maps, and Figures based on the updates to all other plan elements.

4.4 Schedule

The Corridor MPO desires the plan update be completed by July 31, 2018.

----- End of Section 4.0 -----

SECTION 5.0 – PROPOSAL EVALUATION AND AWARD

5.1 Award

Any award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.

5.1.1 Award shall be made to the responsible Proposer submitting the most responsive proposal which offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City reserves the right to accept or reject any or all proposals; to resolicit the project; to use both primary and secondary consultants; to award proposals by groups; and to waive technicalities and formalities where it is deemed advisable in protection of the best interests of the City.

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

- a) The evaluation team shall determine which Proposer has submitted the most responsive and responsible proposal.
- b) For projects equal to or greater than \$50,000, the City Council shall consider a resolution awarding the Contract and authorizing the City Manager to sign the Contract on behalf of the City. **Note**, as provided for by Section 4.03 of the Cedar Rapids Municipal Code, no Contract shall be deemed to be created and exist, unless and until the City Council adopts a resolution awarding the project and authorizing the City Manager to sign the Contract.
- c) Consultant signs the Contract.
- d) The City Manager and the City Clerk execute the Contract.
- e) The City issues a purchase order to the Consultant. The purchase order shall constitute authorization for the Consultant to commence the Services.

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

5.2 Proposal Evaluation Criteria

Financial terms will not be the sole determining factor in the award. In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal.

5.2.1 Qualifications and Experience – 40% 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 other city projects
- c) Knowledge, experience and an established positive track record of accomplishing projects of similar nature and complexity
- d) Financial responsibility/stability

5.2.2 Financial Proposal - 20% of total evaluation score

5.2.3 Company Responsiveness to RFP - 40% of total evaluation score

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

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

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

5.5 Proposal Evaluation Procedures

Proposals will be evaluated by a proposal evaluation team (hereinafter referred to as Team) using the following procedure. Each evaluator will rank each proposal on a scale of 1 to 10 for each of the criteria stated in Section 5.2. Evaluator scores will be averaged and the weighting percentage will be applied.

5.5.1 Team members will read each proposal and will evaluate based on their experience and judgment of how well the proposal addresses the City's requirements. Each prospective company is assured that any proposal submitted will be evaluated using the best available information and without any forgone conclusions.

5.5.2 The team members will convene to discuss the proposals. At this point, some firms may be eliminated from further consideration based on their overall response to the RFP.

5.5.3 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of a proposal. References, as deemed appropriate, may be checked at any time during the process.

5.5.4 The team may arrange interviews, demonstrations and/or presentations with representatives of the top firms.

5.5.5 The team meets again for further discussion and then scores the top proposals based on the criteria stated in section 5.2.

5.5.6 At the discretion of the evaluation team, the top proposer(s) may be invited to submit a "best and final offer" to negotiate cost or deliverables.

5.5.7 The City would then enter into contract negotiations with the top Proposer.

5.6 A Proposer's submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

5.7 Buy Local Program

Buy-Local does not apply to the Project.

----- End of Section 5.0 -----

SECTION 6.0 – SUBMITTAL INSTRUCTIONS

6.1 Financial Proposal

This portion of the proposal shall include ONLY the proposed pricing. Pricing is requested as an all-inclusive firm-fixed price for the completed project. If partial payment is required prior to project completion the financial proposal shall indicate project milestones with corresponding dates and dollar amounts. A proposal pricing page is provided (Attachment C) which shall be included under tab 5.0 of the proposal submittal as indicated below.

6.2 Non-Financial Proposal

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

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

- a) Each of the five (5) sections listed below shall be tabbed and labeled.
- b) Each page shall be numbered on the bottom right hand corner.
- c) Submit one (1) original proposal, one electronic copy on flash drive, and six (6) hard copies.
- d) The proposal shall be organized as follows:

Proposal Tab Section	Title
1.0	Cover Letter and Executive Summary
2.0	Company Background and Experience
3.0	Response to Scope of Services
4.0	Work Samples
5.0	Submittal Forms

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

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

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

6.2.5 Tab 3.0 - Consultants shall provide their response to the Scope of Services, including an outline for project management and task implementation. The work plan must detail the firm's services to be performed and a schedule that the firm proposes for completing the project. Please note that timely completion of this project is critical.

- 6.2.6 Tab 4.0 - Provide samples of work from previous projects of similar scope and scale.
- 6.2.7 Tab 5.0 – Submittal Forms (Attachment C, includes General Company Information Form, Certification Regarding Ability to Obtain Required Insurance, Proposal Pricing Submittal Form, Signature Page Form, Byrd Anti-Lobbying Amendment Compliance and Certification, Certification Regarding Debarment, Non-Collusion Affidavit)
- 6.2.8 All offers and other work products submitted in response to this RFP shall become the property of the City of Cedar Rapids.

----- End of Section 6.0 -----

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices proposed must, however, be based upon payment in net forty-five (45) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

1. The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act <https://www.law.cornell.edu/uscode/text/42/12101>.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation - <https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>, Section 504 of the 1973 Rehabilitation Act <https://www.ada.gov/cguide.htm#anchor65610>, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Consultant shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Rapids relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.
4. It is the responsibility of the Consultant to understand and implement the Accessible Design specifications indicated above (Article 26.1 and 26.2) into all applicable designs, including being aware of and making design considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Consultant is responsible to make the Contractor aware of the specifications and tolerances, for projects that involve ADA applicable items. Any subsequent inspection of installations, facilities, or construction that results in failure to meet the Accessible Design parameters due to improper design, these items shall be removed and replaced at the expense of the Consultant.

ASSIGNMENT - The City and the Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Consultant are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

PROPOSAL CURRENCY/LANGUAGE - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All Proposal responses must be submitted in English.

PROPOSAL FORM - Each Proposer must submit an original proposal and additional copies as required on the forms attached. The Proposer shall correctly sign the proposal, and the proposal may be rejected if it shows any omissions, alterations of the form, additions not called for in the proposal, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

PROPOSAL INFORMATION IS PUBLIC - All documents submitted with any proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Cedar Rapids in connection with a proposal, the submitting party recognizes this and waives any claim against the City of Cedar Rapids and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Rapids and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Rapids arising from any opportunity.

PROPOSAL REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all proposals or parts thereof. The City further reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part such proposals where it is deemed advisable in protection of the best interests of the City.

CONFLICT OF INTEREST - Consultant represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Consultant and the City that is a conflict of interest. No employee, officer or agent of the Consultant shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Consultant shall be liable for any excess costs to the City as a result of the conflict of interest. The Consultant shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Consultant shall report any potential, real, or apparent conflict of interest to the City.

DISPUTES - Should any disputes arise with respect to the Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Consultant agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all Services properly performed. Should the Consultant fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Consultant as a result of such failure to proceed shall be borne by the Consultant. The unintentional delayed payment by the City to the Consultant of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Consultant to stop or delay Services.

FOB POINT AND FREIGHT/DELIVERY CHARGES - The FOB point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB-Destination. Freight/delivery charges are to be included in the quoted price of the goods, rather than as a separate line item.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

INDEMNIFICATION - The Consultant shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees, the United States Government, the State of Iowa, their agencies and agents from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Consultant, its employees, or any independent Consultants working under the direction of either the Consultant in the performance of the Contract.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Consultant certifies that in performing the Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

NO GIFT STANDARD - The City of Cedar Rapids is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the Consultant, nor anyone in the employment of the Consultant, has employed any person to solicit or procure the Contract nor will the Consultant make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Services rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Consultant, nor anyone in the employment of the Consultant, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Consultants that engage in contracts with the City of Cedar Rapids, Iowa agree as follows: The Consultant will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following: (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Consultant will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Consultant.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Cedar Rapids expects that Consultants will offer expertise on conformance of regulations applying to the services they provide.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the proposal procedure or (3) the award of the contract must do so in writing in accordance with the City's Protest Procedure which is posted on the City's website at http://www.cedar-rapids.org/document_center/Purchasing/Protest%20Procedure_14.pdf

SUBCONTRACTING - The Services relating to this Project, or any portion thereof, may not be subcontracted without written approval from the City. All approved Subcontractors shall be listed in the resulting contract or in a written amendment to the contract.

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.

TAXES - The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made. The Cedar Rapids Tax ID number is 42-6004336.

TERMINATION OF CONTRACT FOR CONVENIENCE - The City may terminate the Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Services, reports, materials(s) prepared or furnished by the Consultant under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all Services which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Consultant.

TERMINATION FOR CAUSE AND DEFAULT - If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations or if the Consultant shall violate any of the terms or conditions of the Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Consultant of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed Services, reports, and delivered materials shall, at the option of the City, become its property, and the Consultant shall be entitled to receive compensation for any satisfactory Services completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Consultant and the City may withhold any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the City are determined.

WARRANTIES - INTELLECTUAL PROPERTY - Consultant represents and warrants that all the materials, goods and services produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Consultant or that the Consultant has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and services. The Consultant represents and warrants that the materials, goods and services, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other services or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Consultant further represents and warrants that the materials and services do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Consultant represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Contract.

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

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

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

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

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

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

ATTACHMENT B – INSURANCE REQUIREMENTS

Section I – Basic Insurance Requirements

Consultant, at its own expense, shall procure and maintain during the life of the Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Consultant's obligations and activities.

General Liability Insurance Consultant shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability

Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of the Contract by the Consultant or its employees.

Workers Compensation and Employers Liability Insurance meeting the relevant Workers Compensation Statutes.

Professional Liability Insurance with limits of at least \$1,000,000 per occurrence covering all services provided by the Consultant, its employees, or independent consultants. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the City certificates of insurance.

REQUIRED ENDORSEMENT is to be added to the General Liability Policy. A copy of the endorsements is to be produced with the certificate.

Cancellation and Material Changes Endorsement

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

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

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

Section II – Conditions of Contract

The Consultant is required to purchase and maintain insurance coverage to protect the Consultant and City of Cedar Rapids throughout the duration of the Contract per the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Consultant to maintain this insurance in full effect will be treated as a failure on the part of the Consultant to comply with these requirements and be considered sufficient cause to suspend the services, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B+" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the CITY certificates of insurance.

The Consultant shall be responsible for deductibles and self-insured retentions in the Consultant's insurance policies.

The Consultant is required to give the City notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The City intends for the Consultant's coverage to be primary and not contributing with any other insurance or similar protection available to the City whether any other coverage is primary, contributing or excess.

Section III – Contract Approval

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List Tower Terrace Road Corridor Management Plan, RFP #PUR1117-086, as the Scope of Services the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

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

The Producer's contact person's name, phone number and e-mail address is required.

Certificates may be sent by e-mail (r.johnson2@cedar-rapids.org), fax (888-815-3659), mail or delivery to the attention of Rebecca Johnson.

ATTACHMENT C

PROPOSAL SUBMITTAL FORMS

For

TOWER TERRACE ROAD CORRIDOR MANAGEMENT PLAN

RFP #PUR1117-086

FORM NAME	Page
General Company Information Form.....	22
Certification Regarding Ability to Obtain Required Insurance.....	23
Proposal Pricing Submittal Form.....	24
Signature Page Form.....	25
Byrd Anti-Lobbying Amendment Compliance and Certification.....	26
Certification Regarding Debarment.....	27
Non-Collusion Affidavit.....	28

GENERAL COMPANY INFORMATION FORM

Company Name _____

Company Address _____

General Description of the Company: _____

Type of Organization (franchise, corporation, partnership, etc.) _____

Number of years in business: _____

References

List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. (Name of firm, address, contact person, phone number)

Reference #1 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Reference #2 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Reference #3 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Personnel

Name and title of person overseeing the City account: _____

Office Phone: _____ Mobile: _____ Email: _____

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

CERTIFICATION REGARDING ABILITY TO OBTAIN REQUIRED INSURANCE

CERTIFICATION BY PROPOSER'S INSURANCE AGENT/BROKER REGARDING PROPOSER'S ABILITY TO OBTAIN REQUIRED INSURANCE COVERAGE AND ENDORSEMENTS

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Attachment B, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverage and endorsements if selected as the successful proposer of the RFP to which my client has responded:

Project Name and Number: _____

Legal Name of Proposer: _____

Name/Address of Insurance Agency:

Phone: _____ Fax: _____

Email: _____

Name of Agent/Broker (Print): _____

Signature of Agent/Broker: _____

Date of Signature: _____

PROPOSAL PRICING SUBMITTAL FORM

Pricing is requested as a firm-fixed dollar amount for the project and shall include all components and expenses necessary to complete the project according to “normal” industry standards and in accordance with the Scope of Services (RFP Section 4, pages 9-11). Separate line items will not be allowed for travel, lodging or any other direct or indirect expenses.

Description of Services	Firm Fixed Price
All-inclusive firm-fixed price for the Tower Terrace Road Corridor Management Plan as described in the Scope of Services (Section 4.0)	\$

Milestone Description	Estimated Date	Dollar Amount
		\$
		\$
		\$
		\$
		\$
Total firm-fixed price for completed project (must match firm-fixed price above)		\$

Will you be able to complete the project by July 31, 2018? Yes No

If no, when would you be able to complete the project? _____

A signed contract and an approved purchase order will be the documents that authorize the Services to begin.

Name of Company: _____

Authorized Signature: _____

Date: _____

SIGNATURE PAGE FORM

The undersigned, having examined these documents and having full knowledge of the condition under which the Services described herein must be provided, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Services be furnished and that all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

Federal ID Number _____

D-U-N-S (<https://fedgov.dnb.com/webform>) _____

Iowa Department of Labor Registration Number, if applicable _____

The State of Iowa requires that all individual contractors and businesses performing "construction" work within Iowa be registered with the Division of Labor and renew that registration annually. More information about this law can be found at <http://www.iowaworkforce.org/labor/contractor.htm>

FIRM PRICING

Offered pricing shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted pricing shall remain firm for the duration of the contract.

ADDENDA {It is the Proposer's responsibility to check for issuance of any addenda}

The above-signed hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

PAYMENT METHOD

Do you accept a credit card for payment of purchases? Yes No

QUICK PAY DISCOUNT

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

Does this discount apply to payments made by MasterCard? Yes No

PROPOSED SUBCONSULTANTS (Reference General Terms and Conditions, section titled *Subcontracting*).

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

Subconsultant Company Name	Address	IA Contractor Registration # (if applicable)

We choose not to bid at this time. We would like to be considered for future solicitations.

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

- a. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification
- b. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
 - 1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering in to of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - 3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
- c. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure for to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER
RESPONSIBILITY MATTERS**

The Offeror certifies, to the best of its knowledge and belief, that:

1. The Offeror and/or any of its Principals:
 - a. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph b) above.
 - d. Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Offeror shall provide immediate written notice to the City of Cedar Rapids if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraphs 1, 2, or 3 exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested may render the Offeror nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph 1 or 2 of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraphs 1 and 2 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City of Cedar Rapids, the City may terminate the contract resulting from this solicitation for default.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

NON-COLLUSION AFFIDAVIT

CITY OF CEDAR RAPIDS, IOWA

Each Contractor submitting a Bid on this Project shall complete the Non-Collusion Affidavit and submit it with the bid.

STATE OF IOWA)

COUNTY OF LINN)

I, _____, representing _____, upon oath depose and state that neither (I/we) nor anyone in (my/our) employment has employed any person to solicit or procure this Contract nor will (I/we) nor they make any payment or agreement for payment of any compensation in connection with the procurement of this Contract.

I further depose and state that there is no Contract, Agreement or arrangement, either oral or written, express or implied, contemplating any division of compensation for services rendered under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation, except if shown by the Contract another Contractor jointly serving with (me/us) in the same capacity.

I further depose and state that neither (I/we) nor anyone in (my/our) employment has either directly or indirectly entered into any Agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

Signature

Printed Name

Subscribed and sworn to before me on this _____ of _____, 20__.

Notary Public in and for the State of Iowa