



CEDAR RAPIDS

City Of Five Seasons

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

Request for Proposal

October 9, 2009

**ENVIRONMENTAL ANALYSIS FOR
POTENTIAL REDEVELOPMENT SITES
PROPOSAL #0909-067**

Cedar Rapids Community Development Department

Prepared by:
City of Cedar Rapids
Purchasing Services Division

**SECTION I
NOTICE OF REQUEST FOR PROPOSALS**

1.0 Receipt and Opening of Proposals

1.0.1 All proposals must be received in a sealed envelope in City Hall (date and time stamped) by Tuesday, October 27, 2009 at 2:30 pm (our clock), Central Daylight Time, in order to be considered. City Hall is located at 3851 River Ridge Dr. NE, Cedar Rapids, Iowa. Proposals sent via facsimile or by e-mail will not be accepted. If a proposal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation '**SEALED RFP – ENVIRONMENTAL ANALYSIS**' due on, **October 27, 2009 at 2:30 pm CDT**. Please submit one (1) original and three (3) copies of your proposal.

1.1 RFP Timeline

Name of the Proposal Environmental Analysis for Potential Redevelopment Sites

Date of Issuance Friday, October 9, 2009

Deadline for Questions Tuesday, October 20, 2009 at 2:30 pm CDT

Deadline for Proposal Submittal Tuesday, October 27, 2009 at 2:30 pm CDT

**Submit Sealed Proposals to:
Address exactly as stated→→→** Sealed RFP – Environmental Analysis
Office of the City Clerk
City Hall North
3851 River Ridge Dr. NE
Cedar Rapids IA 52402

Method of Submittal Mail or Overnight Delivery, In Person
Fax or e-mail proposals **are not** acceptable

Contact Person, Title Diane Rodenkirk, CPPB
E-mail Address d.rodenkirk@cedar-rapids.org
Phone/ Fax Numbers Phone: 319-286-5023 Fax: 319-286-5130

1.2 The City reserves the right to accept or reject any or all proposals and to waive any informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.

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 later than the date and time stated above. Late proposals 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 opened on Tuesday, October 27, 2009 at 2:30 pm (our clock) CDT in City Hall, 3851 River Ridge Dr. NE, Cedar Rapids. 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. Proposals may be withdrawn anytime 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.

SECTION II INSTRUCTIONS TO PROPOSERS

- 2.0 Wherever requested throughout this document, 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 attached hereto. The City of Cedar Rapids reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
- 2.1 A Certificate of Insurance must be on file and approved by the City's Risk Manager before this project can begin. All Companies are required to submit a Certificate of Insurance with the proposal. (See page 15, which details the exact requirements of the City).
- 2.2 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.
- 2.3 Proposers are encouraged to keep proposals concise and to the point. Proposals should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Elaborate brochures are not necessary.
- 2.4 Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered in the right hand corner and each page should have a footer indicating the name of the Proposer.
- 2.5 Addenda
- 2.5.1 Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by Tuesday, October 20, 2009 at 2:30 pm CDT. FAX or E-MAIL all questions to Diane Rodenkirk (319/286-5130 or d.rodenkirk@cedar-rapids.org). Any and all questions will be responded to in the form of written addenda to all Companies. 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 (page 14). All Addenda will be posted on the City's website, <http://www.cedar-rapids.org/purchasing/bids.asp>. It is the Proposer's responsibility to check for addenda.
- 2.6 Important Exceptions to Contract Documents - The Company 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. Any exceptions should be noted on the Signature Page. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
- 2.7 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".

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.0 Term of Contract
- 3.0.1 A Letter of Agreement, prepared by the City and signed by the City Manager, shall become the document that authorizes the contract to begin, assuming the insurance requirements have been met. Each section contained herein, any addenda and the response from the successful proposer shall also be incorporated by reference into the resulting agreement.
- 3.0.2 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 Contractor requests a price increase, the Contractor 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, etc 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.
- 3.1 Agreement Forms
- 3.1.1 If a Proposer intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this contract, the form must be submitted with the proposal for review by the City's legal counsel. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.
- 3.1.2 Proposers are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses.
- 3.1.3 If no agreement form is included with the proposal, no such form will be approved by the City during the evaluation or award processes, or following award of contract.
- 3.2 Term of Payment
- 3.2.1 Upon receipt of the completed environmental analysis and upon receipt of an original invoice within thirty (30) days and after services are delivered and accepted.
- 3.2.2 For accounting purposes, detailed schedules and supporting documentation apportioning the cost of time and/or materials under this contract shall be included with Contractor's invoice. The schedules shall be presented in such detail, and backed up with supporting information in the format the City requests. Violation of this provision by Contractor shall constitute a material breach of this contract. Any schedule submitted may be utilized for payment requests only after it has been acknowledged, in writing, as acceptable by the City's Finance Department.
- 3.2.3 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:
- 3.2.3.1 In a pdf format via e-mail to: accountspayable@cedar-rapids.org, or
- 3.2.3.2 Via US mail to: City of Cedar Rapids Finance Department, attn: AP Division, 3851 River Ridge Drive NE, Cedar Rapids, IA 52402.
- 3.2.4 If Contractor, or any of its subcontractors, exceeds the actual costs for any reason before the City is notified in writing; the City has the right, at its discretion, to deny reimbursement for that work.
- 3.2.5 The City may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

3.3 Disposition of data

All research and reference materials, maps, drawings, photographs, tapes, and transcripts, and other data acquired during the course of the study is the property of the City of Cedar Rapids. At the conclusion of the analysis and within 30 days following written acceptance of the final draft of the study all materials will be submitted to the Community Development Department, attention Sushil Nepal, Long-Range Planning Coordinator.

3.4 Copyright

The consultant grants to the City of Cedar Rapids, State of Iowa and to the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use for electronic and print purposes any copyrightable materials developed in the course of this project.

3.5 Expenses

3.5.1 All expenses, except air travel, shall be included in the lump sum price that is proposed. The all-inclusive rate includes all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data and any other items necessary to complete the project. This rate also shall include the preparation of five (5) final copies of each report. Five (5) copies will be required for Site A and five (5) copies will be required for Sites B & C.

3.5.2 The City agrees to reimburse the Consultant for air travel, not to exceed the coach class rate over the term of this agreement, if applicable. Air travel must be documented by receipts and submitted for payment approval within sixty (60) days from the date the expense was incurred. Proposer is to state a "not to exceed" amount for air travel over the term of the contract.

SECTION IV TECHNICAL INSTRUCTIONS AND REQUIREMENTS

4.0 Background

4.0.1 The City of Cedar Rapids is seeking an Environmental Analysis of three (3) different potential redevelopment sites. Attachment A is a map showing the location of these sites. Site A is the potential location of the Intermodal Transportation Facility (ITF). Sites B and C are for other potential redevelopment projects.

The analysis of Site A must meet Federal Transit Administration (FTA) guidelines. This study will provide a detailed environmental impact analysis and determination of significant impact for each of the areas in the Scope of Work for Site A.

The analysis of Sites B and C is to assist the City in developing information to identify recognized environmental conditions in connection with these sites.

It is estimated that both environmental analyses will be completed **within 4 weeks** from the date of contract execution, which occurs when the City Manager signs the contracts. Five (5) copies of the final report will be required for Site A and five (5) copies will be required for Sites B & C.

4.1 **Scope of Work for Site A – Potential Site for Intermodal Transportation Facility**

Section 1: Consultant shall work with City staff to provide a description and state the need of the proposed action. This Section can include the Facility Feasibility Study documentation as described in FTA Circulars 9030 and 9300. This section should also include a description of alternatives to the proposed action.

Please refer to the Feasibility Study guidance described in FTA Circulars 9030 and 9300. Provide a concise history of the proposed project. Discuss the need for and purpose of the project. In accordance to the Feasibility Study guidance, briefly discuss the alternatives and their environmental impacts to the proposed project that were studied. (Alternatives that should be discussed include alternative locations and designs; alternatives with different characteristics but that may achieve similar benefits and are preferable from an environmental standpoint, and the do-nothing alternative.) Describe the scope of the project, including project elements that will mitigate or enhance the project's effect upon the environment. Please provide a map showing land use, zoning and any structures on the proposed project site and in the immediate vicinity of the site. Evaluate access, floodplain, drainage, sewer and water retention issues, topography and grading issues, facility linkages and economic factors such as likely fair market value and eventual public ownership. Please provide an estimate of the facility's useful life and basis for the estimate.

It is important to describe the transit components of the project proposed for FTA funding and if there are any "non-transit" components to the project, these also need to be described along with their funding sources. Provide the project components in square footage estimates. Determine the site's suitability for construction of a transit facility and the approximate costs of constructing the desired improvements. Appraisals are required for any property proposed for donation, purchase or lease. Please state if the property's value will be used as local funding used as match to Federal funds. No property commitment such as donation, lease or acquisition can occur before the environmental process is complete. The environmental process culminates with a finding by the FTA.

Section 2: Provide a detailed environmental impact analysis and determination of significant impact for each of the areas in the following "Environmental Impact Analysis Checklist". Please note that just one sentence stating there is significant impact or there is no significant impact to the area under consideration is not sufficient. Provide the basis for the

determination of significant impact and properly justify your decision. Consult planners, engineers, ecologists, FEMA, SHPOs, zoning officials, DNR, U.S. Fish and Wildlife Services and Corps of Engineers as necessary to gain supportive information and properly document each individual area.

- A. CONSISTENCY WITH LOCAL AND STATE PLANS INCLUDING LONG RANGE TRANSPORTATION PLAN AND STATE TRANSPORTATION IMPROVEMENT PROGRAM: The comprehensive plan and other specific land use plans for the local area should be briefly described as they pertain and support the proposed project.

If the transit project is within an urbanized area, please ensure the project is included in the Metropolitan Planning Organization's (MPO) Long Range Transportation Plan (LRTP) as well as the State Transportation Improvement Program (STIP). FTA includes STIP documentation as part of the grant application process. The STIP program page number that includes the Federal funding for the proposed project and the STIP approval date need to be entered in TEAM as part of the grant application process.

- B. LAND USE AND ZONING: Description of zoning, if applicable. Note if the site is zoned for the proposed use of the facility. If the site needs to be re-zoned, has the re-zoning been completed prior to the environmental impact analysis? Attach a map or diagram, which identifies the location of the site and the surrounding land use. Provide evidence that the project is compatible with surrounding land uses and zoning issues. This is to identify any sensitive noise receptors such as school, hospital, or residences.
- C. LAND ACQUISITIONS & RELOCATIONS REQUIRED: Describe land acquisitions and displacements of businesses and dwelling units. Describe the impact on businesses and residences and the relocations required for the project. Provide size of project site in terms of acreage or square footage. The grantee needs to acknowledge that all Federal land acquisition and relocation requirements will be met.

Discuss if land value is available for local match and if land value will be used for local matching funds.

- D. COMMUNITY DISRUPTION and ENVIRONMENTAL JUSTICE: Describe the impacts to the local community and the effects (positive or negative) of the proposed project. Identify those areas of the community, if any that have been disrupted or displaced or those segments of community that have been isolated. Identify any opposition to the project.
- E. NOISE/WATER/AIR QUALITY/HAZARDOUS MATERIALS: Describe if the project will involve significant noise, water, or air quality impacts and describe the effects of each of these. Provide a basis for this determination and address any increase in noise or water or air quality issues. Also describe what steps have been taken to determine if any hazardous materials exist on the site and how their existence will be mitigated.
- F. IMPACTS ON WETLANDS: Describe the project's impact on nearby wetlands and associated wildlife resulting from both construction and operations of the project and measures to minimize adverse impacts and to avoid any disturbance of wetlands and the water resources supplying them. Provide information on location, type, and extent of wetlands that may be affected by the proposed action. Consult with U.S. Fish and Wildlife Service, Corps of Engineers, or the State Wildlife or Natural Resources agency as needed. A detailed analysis is required if proposed project is located in or near a wetland.
- G. FLOODING IMPACTS: Address possible flooding of the proposed project site and flooding induced by the proposed project site. A detailed analysis is not required if the proposed project is not located within a floodplain and does not involve changes in the

existing pattern of water runoff. A determination should be made if the project is located within the 100-year flood plain. Also, state if to your knowledge, if the site has ever flooded.

- H. IMPACTS ON NAVIGABLE WATERWAYS & COASTAL ZONES: Provide detailed analysis if the project affects navigation or is located within or affecting a navigable waterway.
- I. IMPACTS ON ECOLOGICALLY-SENSITIVE AREAS: Describe woodlands, prairies, marshes, bogs, lakes, streams, scenic areas, landforms, and geological formations, and pristine natural areas, which may be affected by the project. Consult the local department of natural resources to determine whether such an area exists on or near the proposed project site.
- J. IMPACTS ON ENDANGERED SPECIES: Review the list of threatened and endangered fauna and flora published by the U.S. Department of Interior and consult with the U.S. Fish and Wildlife Service, the National Marine Fisheries Service, or other appropriate agencies.
- K. TRAFFIC AND PARKING IMPACTS: Determine the proposed uses and develop a site plan and facility layout to assess if parking, access, and circulation are adequate given mandated setbacks from local zoning and subdivision ordinances. Describe potential traffic impacts; including, whether the existing roadways have adequate capacity to handle increased bus and other vehicular traffic. Changes to traffic patterns, traffic volumes, and supply of parking should be evaluated for possible negative impacts. The traffic analysis should evaluate impacts on adjacent streets and the impact on the total street system. If parking is being eliminated, an analysis should be conducted to determine the impacts of such an action.
- L. IMPACTS ON ENERGY: Evaluate the impacts to energy consumption and the possible opportunities to conserve energy. The grantee agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.
- M. HISTORIC PROPERTIES AND PARKLANDS: Evaluate the impacts to historic properties and parklands. Coordinate with the State Historic Preservation Officer (SHPO) and describe any natural, cultural, recreational, historic or other resource that might be located in the vicinity of the proposed project and if the project will have a significant impact on the resources. No further action is required if the SHPO determines the project will not affect any sites presently included in the National Register. However, if the project does have an impact, a detailed analysis is required to support the project and FTA, in coordination with the SHPO, will make a determination if the project poses a significant risk. The grantee will need to meet the requirements of: 40 U.S.C. 303 (Section 4(f)): Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites and 16 U. S. C. 470f (Section 106): Protection of Historic Properties in accordance with the standards of 36 C.F.R. 800.4(d), and in compliance with 36 C.F.R. 800.11.
- N. IMPACTS CAUSED BY CONSTRUCTION: Identify the construction plan and describe impacts due to noise, utility disruption, debris and spoil disposal, air and water quality, safety and security, access and distribution of traffic, erosion, and dust control. Erosion of soil resulting from construction must be addressed and measures identified to eliminate or reduce the off-site transport of sediment.

- O. VISUAL IMPACTS: Evaluate the visual impacts of the project on the surrounding community. Identify line of sight impacts, aesthetics, view obstructions, pedestrian movements, and historical impacts.
- P. IMPACTS ON SAFETY AND SECURITY: Describe the measures that would be taken to provide for the safe and secure operation of the project after its construction.
- Q. IMPACTS ON SECONDARY DEVELOPMENT: Describe the secondary development that may result because of the project.
- R. FARMLAND CONVERSION: Provide verification that any farmland conversion resulting from the project does not take property designated as prime farmland.
- S. PUBLIC INVOLVEMENT AND PUBLIC NOTIFICATION: Please document public involvement in the process of site selection and the proposed facility use determination. The public notice should briefly describe the project, describe the location, and include the opportunity for a public hearing. Attach a copy of the public notice(s). Confirm project is included in the State Transportation Improvement Program.

Section 3: Provide a list of the governmental agencies and the individual consulted during the environmental analysis. Any public information techniques employed should be described in this section. Provide concurrence letters from the Department of Natural Resources, Corps of Engineers, State Historical Preservation Office and any other office as applicable to the project.

4.2 **Scope of Work for Sites B and C – Potential Redevelopment Projects**

Investigation: The Environmental Site Analysis is to be performed consistently with the procedures included in ASTM E1527-05, Standard Practice for Environmental Site Analysis: Phase I Environmental Analysis Process under the 40 CFR Part 312 Standards and Practices for All Appropriate Inquiry.

1. Review of historical information and regulatory records
 - Topographic or aerial photographs
 - City directories
 - Sanborn Fire Insurance maps
 - Property tax file information
 - Building Department records
 - Zoning records
 - Prior environmental reports, permits and registrations
 - Federal, state and tribal databases of regulatory records
 - Other reasonable ascertainable historical records
2. Analysis of physical setting
 - USGS topographic maps
 - Pertinent geological information, such as hydrogeological
3. Perform appropriate interviews
 - Current and past property owners
 - Government agency representatives from the fire, health, development and building departments
4. Site reconnaissance documentation
 - Site description
 - General site operations
 - Above ground chemical or waste storage
 - Visible underground chemical or waste storage, drainage or collection systems

- Electrical transformers
- Obvious releases of hazardous substances or petroleum products
- Visual of adjoining

4.3 Silence of Specifications – Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this 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.

4.4 All services are to be provided consistent to the highest standards of professional practice and in full compliance with the instructions as set forth in this RFP. All work to be performed shall comply with the requirements of applicable City, State and Federal regulations.

SECTION V METHOD OF EVALUATION

- 5.0 Contract Award - Any contract award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.
 - 5.0.1 Award of contract shall be made to the most responsible and responsive proposal from a Company whose proposal offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City may select a Proposer based on an "all or none" proposal, on individual responses, or as is otherwise deemed to be in the best interest of the City.
 - 5.0.2 The process of awarding the Contract shall be as follows:
 - 5.0.2.1 The evaluation team shall determine which Proposer has submitted the most responsive and responsible proposal using the criteria set forth below.
 - 5.0.2.2 The City Manager executes the Letter of Agreement.
 - 5.0.2.3 The City issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the work.

- 5.1 Proposal Evaluation Criteria - 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.
 - 5.1.1 Qualifications and Experience
 - 5.1.1.1 Years of Experience of Key Personnel
 - 5.1.1.2 Feedback from References
 - 5.1.1.3 Knowledge and experience with providing similar services
 - 5.1.1.4 Financial responsibility/stability
 - 5.1.2 Cost
 - 5.1.3 Company Responsiveness to RFP
 - 5.1.3.1 Total scope of services offered (methodology/approach, timeline)
 - 5.1.3.2 Responses to overall proposal and compliance with submission guidelines
 - 5.1.3.3 Proposal presentation (completeness, organization, appearance, etc.)

- 5.2 The City of Cedar Rapids reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.

- 5.3 Financial terms will not be the sole determining factor in the award. To determine the award the City will use a proposal evaluation method that will enable them to award a contract to the Proposer offering services and experience that represents the best overall value to the City.

- 5.4 Proposal Evaluation Procedures - Proposals will be evaluated individually by a Proposal Evaluation Team (hereinafter referred to as the Team) using the "Proposal Evaluation Criteria" as listed above.
 - 5.4.1 Team members will evaluate each proposal 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 independently using the best available information and without any foregone conclusions.
 - 5.4.2 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 each proposal.
 - 5.4.3 The Team may arrange demonstrations and/or conference calls with representatives of the companies whose proposals are deemed to be within the "competitive range." The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value. In addition, each Proposer deemed to be within the competitive range may be invited to submit a "best and final offer" if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation.

- 5.5 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.

**SECTION VI
FINANCIAL AND NON-FINANCIAL PROPOSAL**

6.0 Financial Proposal: This portion of the Company's proposal shall include ONLY the proposed cost. Proposer shall submit a lump sum price for Site A and a lump sum price for Sites B and C, excluding air travel expenses, to perform the scope of work identified in this RFP. Air travel expenses shall be provided as a not-to-exceed price. No other expenses will be paid by the City of Cedar Rapids.

Description	Price
All-inclusive not-to-exceed lump sum price to perform scope of work for Site A	\$
All-inclusive not-to-exceed lump sum price to perform scope of work for Sites B & C	\$
Not-to-exceed air travel expenses, if applicable	\$

6.1 Non-Financial Proposal: This portion of the proposal may be organized in a format determined by the Proposer, but should include all materials of the proposal relating to the service proposed, specifications, requirements and other information of a non-financial nature. Also include in this portion a narrative as to how you will meet the City's timeline of completion of the two analyses within **4 weeks** of the date of the executed contract. Also to be provided are all approvals, authorizations and certificates, including insurance certificates, as specified in this RFP.

DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL

1. Certificate of Insurance – Pages 3 and 15
2. Financial Proposal – Page 13
3. Non-Financial Proposal – Page 13
4. Signature Page – Page 14
5. General Company Information – Attachment B

**SECTION VII
SIGNATURE PAGE**

The undersigned bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

EXCEPTIONS/DEVIATIONS to this Request for Bid shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

GENERAL INFORMATION

- FOB point in terms of loss or damage is destination.
- Freight and/or delivery charges are to be included in the price of the goods.

FIRM PRICING

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

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

The authorized representative 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

SECTION VIII INSURANCE REQUIREMENTS

CONSULTANT, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance so as to cover risks which shall arise directly or indirectly from CONSULTANT'S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the CONSULTANT'S employees carrying out the work involved in this contract.
2. **General Liability Insurance** with limits of at least \$1,000,000 per occurrence for Bodily Injury, Property Damage, and Personal Injury. As a minimum, coverage for: Premises, Operations, Products, Completed Operations, Personal and Advertising Injury, and Contractual Liability shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the CONSULTANT or its employees carrying out the work involved in this contract.
3. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the VENDOR or its employees.
4. **Professional Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all work performed by the CONSULTANT, its employees, subcontractors, or independent contractors. 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.

Qualifying 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.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. The Description area of the certificate should state: Perform Environmental Analysis for the City of Cedar Rapids as the scope of work the certificate covers.
2. The minimum liability limits required by the CITY are: **(\$1,000,000)**. This must be **occurrence form** liability coverage.
3. The following address must appear in the Certificate Holder section:
City of Cedar Rapids
Purchasing Services Division
3851 River Ridge Drive NE
Cedar Rapids, IA 52402
4. Certificates may be sent by e-mail, fax (319-286-5130), mail or delivery to the attention of Diane Rodenkirk. A certificate of insurance must be provided to the CITY prior to the execution of this Agreement.
5. During the term of the Agreement, VENDOR shall provide the CITY with renewal certificates of insurance 20 days prior to policy expiration dates.

SECTION IX GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word CITY refers to the CITY OF CEDAR RAPIDS, IOWA throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the CITY.
2. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. **PROPOSAL FORM** - In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
4. **SPECIFICATION DEVIATIONS BY THE PROPOSER/OFFEROR** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
5. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
6. **BROCHURES** - Proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
7. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
8. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
9. **HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
10. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on your Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices proposal or proposed must, however, be based upon payment in thirty (30) 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.
11. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
12. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Proposals. 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.
13. **PIGGYBACK PROCUREMENT METHOD** - Upon request, the results of this proposal must be extended to any other City of Cedar Rapids department. In addition, the opportunity to purchase from this proposal may be extended to other government entities within Linn County. Any such usage must be in accordance with the policies of the respective entity and with the approval of the Contractor. The Contractor may determine it is necessary to charge delivery fees for entities located outside of the Cedar Rapids metro area. The City is not an agent of, partner to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such piggyback procurements.
14. **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.
15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.
16. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents

and shall be acknowledged and dated on the Signature Page.

17. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the City.
19. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.
20. **MISCELLANEOUS** - The City reserves the right to reject any and all proposals or parts thereof. The City reserves the right to inspect Supplier's facilities prior to the award of this proposal. The City reserves the right to negotiate optional items with the successful Proposer.
21. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the City.
22. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
23. **PATENT GUARANTEE** - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the City, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the City.
24. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Proposer 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 finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the City, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Supplier and the City may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the City from the successful Supplier is determined.
25. **TERMINATION OF AWARD FOR CONVENIENCE** - The City may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the City, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the City as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.
26. **FORCE MAJEURE** - For the purpose hereof, 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 (i) 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 (ii) shall remedy such cause as soon as reasonably possible.
27. **ACCEPTANCE OF TERMS BY SHIPMENT** - Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the proposal upon the terms and prices set forth herein.
28. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.
29. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
30. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this proposal and subsequent awards, City holiday closures are typically New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.)

Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the City may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

31. **EXTENSION** - Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
32. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
33. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
34. **METHOD OF AWARDING/QUOTING** - The City reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the

City may consider your proposal non-responsive and reject the entire proposal.

35. **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.
36. **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal or 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 or proposal, the submitting party recognized 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 proposal opportunity.