



**CEDAR RAPIDS**

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**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**

May 26, 2009

**HISTORICAL SURVEY – RFP #0409-300**  
**Cedar Rapids Community Development Department**

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 Monday, June 22, 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 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 – HISTORICAL SURVEY**' due on, **June 22, 2009 at 2:30 pm CDT**. Please submit one (1) original and three (3) copies of your proposal.

1.1 RFP Timeline

<b>Name of the Proposal</b>	Historical Survey
<b>Date of Issuance</b>	May 26, 2009
<b>Deadline for Questions</b>	Monday, June 15, 2009 at 2:30 pm CDT
<b>Deadline for Proposal Submittal</b>	Monday, June 22, 2009 at 2:30 pm CDT
<b>Submit Sealed Proposals to: Address <u>exactly</u> as stated→→→</b>	Sealed RFP – Historical Survey Office of the City Clerk City Hall North 3851 River Ridge Dr. NE Cedar Rapids IA 52402
<b>Method of Submittal</b>	Mail or Overnight Delivery, In Person Fax or e-mail proposals <b>are not</b> acceptable
<b>Contact Person, Title E-mail Address Phone/ Fax Numbers</b>	Diane Rodenkirk, CPPB d.rodenkirk@cedar-rapids.org 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 Monday, June 22, 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 14, 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. Elaborate brochures are not needed and are discouraged.
- 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 Monday, June 15, 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 13). 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 The initial term of the contract shall be for one (1) year, anticipated to be July 22, 2009 through July 22, 2010.
- 3.0.2 The City and the Contractor may renew the original contract for three month time periods by mutual agreement. Thirty (30) to sixty (60) days notice must be given to renew the contract for additional increments.
- 3.0.3 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 (if applicable) have been met. Each section contained herein, any addenda and the response from the successful bidder shall also be incorporated by reference into the resulting agreement. Similar products and/or services may be added and pricing negotiated during the term of the contract.
- 3.0.4 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 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.
- 3.1.2 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

The City's procurement card program allows authorized City employees to purchase goods and services using a MasterCard. Please indicate on the Signature Page whether or not your company will accept payment by MasterCard.

Purchases authorized under this contract that are not charged to the City MasterCard will be paid for upon receipt of an original invoice within thirty (30) days and after all products are delivered, inspected and accepted.

Invoices shall be addressed as follows:

City of Cedar Rapids  
Finance Department  
3851 River Ridge Dr. NE  
Cedar Rapids, IA 52402

## SECTION IV TECHNICAL INSTRUCTIONS AND REQUIREMENTS

### 4.0 Background

4.0.1 The flood of 2008 extended over 10 square miles (14%) of the City of Cedar Rapids, affecting around 18,623 residents and 7,198 city parcels. The residential and commercial neighborhoods, namely Time Check, Czech Village, Rompot (Cedar Valley), New Bohemian Commercial District and Downtown were greatly impacted by the flood. Immediately after the flood, the City of Cedar Rapids identified several flood affected residential and commercial properties that were a health and safety hazard and needed to be demolished. Among others, the following six historic properties in the New Bohemian Commercial District were demolished:

1308 2 <sup>nd</sup> St SE	1013 3rd St SE	211/213 13 <sup>th</sup> AVE SE
1312 2 <sup>nd</sup> St SE	1019 3rd St SE	1221 3 <sup>rd</sup> St SE

The New Bohemian Commercial District is on the National register of Historic Places and the purpose of this project is to amend the nomination to include a larger geographical area that goes across the river and includes Czech Village.

4.0.2 The purpose of this professional services contract is to gather historical, architectural, and other descriptive information that improves the quality of what is known about the existing Bohemian Commercial District, the Czech Village Area and adjacent neighborhoods within a 3-5 block area that are believed to possibly contain potentially significant resource related to the commercial and social history of the Bohemian Community. This is to be accomplished through a targeted intensive level architectural/historical survey of proposed Bohemian/Czech Village Historic District (see map for details – Attachment A) and the nomination of the study area to the National Register of Historic Places (NRHP), if applicable.

Specifically, the purpose of the proposed survey is to verify the continued NRHP eligibility of properties within the boundaries of the listed Bohemian Commercial District. The intensive survey will help to determine if boundaries need to be expanded to include other significant properties related to the commercial and social history of the Bohemian community. The period of significance should be expanded to 1960 or possibly later because of potential Cold War impacts. The project is to be completed and final products delivered on or before July 22, 2010.

### 4.1 Specifications

4.1.1 An initial research design will be submitted as part of the proposal. The Proposer should address the depth, range, location and extent of proposed contextual or other information deemed necessary to prepare a Multiple Resource Submission.

4.1.2 The research design will address the following aspects of survey planning:

4.1.2.1 Objectives of the identification activities.

4.1.2.2 Methods to be used to obtain the information.

4.1.2.3 Expected results (about the kind, number, location, character and anticipated condition of historical and architectural properties to be evaluated) and the reasons for those expectations.

### 4.2 The work will consist of the following components:

#### 4.2.1 Intensive Survey

##### A. Research Design and Publicity

1. Within 30 days of signing the project contract, the Consultant will prepare a press release for the project, which will be channeled through the City of Cedar Rapids Communication Division.
2. Within 60 days of signing the contract for this project, the Consultant will submit a revised research design prepared in accordance with appropriate state and federal standards and guidelines.

B. Research

The research phase of the project will rely heavily on information contained in the following reference sources:

1. Background research that builds on information generated by previous historic district nominations, surveys of commercial Bohemian/Czech Village Historic District, and historic context documents prepared for local surveys.
2. It is expected that the bulk of the research for the field survey will be focused on the list of properties in the Project Background section (see map for the study area) that are believed to be eligible for the National Register.
3. Similar survey/nomination efforts by other states. (The NRIS database and list of Multiple Property Submittals can be found at [www.cr.nps.gov/nr/research](http://www.cr.nps.gov/nr/research))
4. Other secondary sources at research libraries on the history and development of Bohemian/Czech Village Historic District and building types.

C. Follow Up Recording and Evaluation of Sites

1. Field Work

The Consultant will conduct an intensive survey of the properties within the proposed study area selected on the basis of their potential to more fully develop the historic context by contributing to a broader understanding of Bohemian and Czech heritage and by filling in data gaps identified in the research design and in the course of carrying out the project.

2. The Consultant will complete an Iowa Site Inventory Form for each property, filling out all line items in accordance with State Historical Society of Iowa instructions. In addition, the form should include a property list containing the following items for each resource within the district boundary: address; Iowa Site Inventory Number (The Statewide Inventory Manager will assign an overall district number and individual numbers for each resource in the district); date of construction and source for that information; property type (This should reflect commercial typologies developed during course of survey); evaluation of resource as contributing or noncontributing to the district; and brief comments about physical appearance, history, and overall significance to the district. The district forms will also include maps which clearly delineate boundaries in relation to the community as a whole and surrounding streets and a site plan map that shows district boundaries, each property and its address, and coded to show the key, contributing, or non-contributing status of each resource within the district.

3. Photography

Unless stipulated elsewhere, the coverage will be field photography. Consultant has a choice of using either black & white prints or digital photographs. The digital photo requirements should follow the National Register guidelines, available at <http://www.iowahistory.org/historic-preservation/assets/national-register-photo-information.pdf>

Black & White photos will include each view taken in both 35mm black and white film (ASA 125 or less) and Kodachrome-64 color slides. The black and white photographs shall be one copy of a 3-1/2"x5" or 4"x6" enlargement on fiber-based papers or on resin-coated papers of double or medium-weight paper that have been processed in trays in order to meet guidelines outlined in National Register Bulletin 16A. Each print is to be labeled on the back as to site inventory number, building/structure name, view taken, and roll/frame number with a No. 1 (soft) pencil or acid-free archival quality pen, and placed in

Print-File (57-4P), or equivalent, sleeve. The documentation is to meet requirements for ready inclusion in the records of the State Historical Society of Iowa, as follows:

- A "Photograph Catalog Field Sheet" completed for each sleeve of black and white negatives and color slides.
- An original and copy negative of 35mm (ASA 125 or less) black and white film in Print-File (35-7B), or equivalent, sleeves.
- Two contact print sheets for each roll of black and white film placed in a Print-File (810-1B), or equivalent, sleeve.
- Two of each Kodachrome-64 slides properly labeled (property name, Iowa Site Inventory number, and Slide sleeve number/slot number) and placed in Print-File (2x2-20B), or equivalent, 20-slot sheet sleeves.

The purpose of the number and kind of views taken will be to sufficiently illustrate what is significant about the district and its buildings as if one were intending the views to be used in a brief visual presentation on the character of the district as a whole. For the study area, the following views will be minimally taken:

- a) Overall district grouping. At least two contextual views showing the district's placement within the townscape.
- b) Streetscape photographic coverage of all buildings in the district that provides at least one heads on view of the front façade of each building. Also provide similar coverage for the rears of the buildings, including any outbuildings that might be present.
- c) Views showing noteworthy, significant interior or exterior details of buildings or appurtenances.

#### 4.2.2 National Register District Nominations

The National Register nomination is to be done after the intensive level survey phase of this project. The decision to nominate will be made after field work is completed and in consultation with the SHPO and project manager. The criteria for selecting the district for nomination should be based on a combination of broadening the representation of property types and the level of property owner support for a particular district nomination.

Ten (10) to Twenty (20) completed draft Iowa Site Inventory Forms and a draft National Register Nomination for a Bohemian/Czech Village Historic District will be submitted to City of Cedar Rapids Community Development Department, Cedar Rapids Historic Preservation Commission, State Historical Society of Iowa and Iowa Historic Preservation Alliance for a 60-day review and comment period.

##### A. Documentation

The Consultant will complete the National Register of Historic Places Registration Form (NPS Form 10-900 and 10-900a) for Bohemian/Czech Village Historic District, according to the instructions provided in Guidelines for Completing National Register of Historic Places Forms: Part A: How to Complete the National Register Registration Form (Revised 1997 and originally referred to as National Register Bulletin 16 A). Consultants should be aware of their responsibility of furnishing an accurate list of property owners within the boundary of the district, including owners of vacant parcels, which normally are not counted as either contributing or noncontributing to the district. A computerized merged table (in word format) with all the property owners should be made available to National Register Coordinator.

##### B. Maps

Consultant is expected to provide a U.S. Geological Survey map and completed UTM references for each district, prepared in accordance with National Register instructions. The sketch and site plan maps prepared for the intensive survey component of this project may be utilized to satisfy similar National Register requirements.

C. Photographs

See the photographic requirements for the Intensive Survey component and follow the photograph guidelines available at <http://www.iowahistory.org/historic-preservation/assets/national-register-photo-information.pdf>

4.3 Outcomes

4.3.1 This project is expected to produce the following products:

- A. Finalized Research Design
- B. One draft copy of the Iowa Site Inventory Forms completed for the intensive survey
- C. One finished original (with photographic prints) and one photocopy of the Iowa Site Inventory Forms completed for the intensive survey
- D. Two contact sheets and one set of negatives for each roll of black and white film
- E. Colored slides of all properties surveyed and nominated under this procurement
- F. Two, typed copies of Photograph/Catalog Field Sheet for each roll of film or slides
- G. A completed, typed Historical Architectural Data Base data entry form, summarizing project and/or site information
- H. A minimum of three copies of each draft National Register of Historic Places Nomination Form
- I. One finished original and two photocopies of the National Register Nomination Form for each district to be nominated
- J. Three finished copies of maps and continuation sheets to accompany the nomination form
- K. U.S. Geological Survey Maps for each district completed in accordance with National Register of Historic Places requirements
- L. Three finished sets of appropriately labeled photographs that meet National Register of Historic Places photographic requirements.

4.4 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.

4.5 Schedule

The overall contract period ends July 22, 2010. A suggested contract schedule is provided below for guidance.

Proposals due at City of Cedar Rapids	June 22, 2009
Award	July 15, 2009
(1) Startup	July 22, 2009
(2) Final research design to City of Cedar Rapids	August 22, 2009
(3) Begin field work	September 15, 2009
(4) Draft Site Forms Due to City of Cedar Rapids	January 15, 2010
(5) Draft MPDF Report and Nominations due to SHSI	February 15, 2010
(6) Final MPDF and Nominations Due	April 1, 2010
(6) Final products due, including MPS, Site Forms, Maps, Photos, Field Sheets	July 22, 2010

4.6 Coordination

Continuous coordination will be maintained with the City of Cedar Rapids Community Development Department, the City of Cedar Rapids Historic Preservation Commission, the State Historic Preservation Office and the Iowa Historic Preservation Alliance during the course of this contract. This will consist of an active and ongoing cooperation and communication, a written report by the Proposer to the project manager monthly, and the submission of draft and final materials as required.

- 4.7 Property Access by Consultant  
Any arrangements for ingress or egress over private property shall be the responsibility of the Proposer. Written permission is strongly urged in those few instances where the situation warrants this additional caution.
- 4.8 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 research and within 60 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). Also, the copies of all documents need to be submitted to SHPO for the depository.
- 4.9 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.
- 4.10 Expenses
- 4.10.1 All expenses, except air travel, shall be included in the lump sum price that is proposed.
- 4.10.2 The City agrees to reimburse the Consultant for air travel, not to exceed the coach class rate over the term of this agreement. 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. If travel is to be via automobile (effective January 1, 2009) the IRS mileage rate will be .55 per mile.
- 4.11 Payments shall be made through receipt of Consultant's billing invoices that relate expenses being billed to the proposal budget and deliverables. Each payment request will be audited by the City of Cedar Rapids to ensure that sufficient progress has been made in support of the bill. Claims for reimbursement must be accompanied by a progress report not to exceed two pages.

## SECTION V METHOD OF EVALUATION

- 5.0 Contract Award - Any contract award(s) made by the City of Cedar Rapids Community Development Department 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 Responsiveness to the Scope of Work. These criteria will be used to judge how well the proposed approach meets the technical requirements of the Scope of Work and the overall objectives of the procurement. A special award factor will be the degree to which the proposal comprehensively treats the resource range in terms of the survey approach and nomination action.
    - 5.1.1.1 Research Design, including archival research and field survey methodology.
    - 5.1.1.2 Familiarity with most relevant and useful literature to evaluate Bohemian/Czech Village Historic District.
  - 5.1.2 Qualifications of Proposers. These criteria will be used to judge the Proposer's abilities to perform the Scope of Work successfully.
    - 5.1.2.1 The Consultants must meet the Secretary of the Interior's professional qualifications Standards for Historians and/or Architectural Historians.
    - 5.1.2.2 Experience and expertise of firm on matters related to Bohemian/Czech Village Historic District, especially evaluations of significance and preparation of building typologies, commercial history, especially of the Midwest Previous National Register Multiple Property Submissions prepared.
    - 5.1.2.3 Qualifications and experience of personnel assigned related to architectural history/history, commercial buildings and Bohemian/Czech Village Historic District, related commercial history themes, previous National Register Multiple Property submission preparation and analysis.
    - 5.1.2.4 Facilities for completing project, including equipment for conducting survey and processing data.
  - 5.1.3 Project Management. These criteria will be used to judge the Proposer's management plan and structure to complete this project successfully based on draft research design.
    - 5.1.3.1 Labor requirements satisfied
    - 5.1.3.2 Specific roles of personnel described
    - 5.1.3.3 Study completion schedule indicated
  - 5.1.4 Cost and Business Evaluation Criteria: All offers will be evaluated in the following areas to establish level of acceptability. The business evaluation may also be used to select the Proposer where several offers are substantially equal both technically and in expected total cost to the City.
    - 5.1.4.1 Financial capability and resources for a project of this scale
    - 5.1.4.2 Past performance on other City of Cedar Rapids contracts
    - 5.1.4.3 Credibility and reasonableness of the proposal cost/price projections

#### 5.1.4.4 The total probable cost to the City

- 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. Members will be from the Community Development Department, the Purchasing Services Division, the Cedar Rapids Historic Preservation Commission, the State Historic Preservation Office and the Iowa Historic Preservation Alliance.
  - 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 forgone 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, excluding air travel expenses, to perform the scope of work identified in this RFP. **An itemized billing schedule that is tied to the deliverables and the schedule on Page 9 shall also be included.** Air travel expenses shall be provided as a not-to-exceed price. No other expenses will be paid by the City of Cedar Rapids. Consultants shall be advised that the City’s budget for this project is \$30,000.

Description	Price
Not-to-exceed lump sum price to perform scope of work	\$
Not-to-exceed air travel expenses	\$

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.

**DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL**

1. Certificate of Insurance – Pages 3 and 14
2. Financial Proposal – Page 12
3. Implementation Schedule – Page 12
4. Non-Financial Proposal – Page 12
5. Signature Page – Page 13
6. 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.

**Additional Insured:** The City of Cedar Rapids, its officers and employees shall be named as additional insureds on the CONSULTANT'S, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance. This provision does not apply to professional liability insurance and workers compensation insurance.

### **CERTIFICATE OF INSURANCE REQUIREMENTS**

1. The Description area of the certificate should state: **The City of Cedar Rapids, its officers and employees** are named as additional insureds. List Historical Survey 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.