



CITY OF IOWA CITY

410 East Washington Street
Iowa City, Iowa 52240-1826
(319) 356-5000
(319) 356-5009 FAX
www.icgov.org

DATE: October 22, 2009

REQUEST FOR PROPOSAL:

#10-27, INFANT COLUMBARIUM FOR THE CITY OF IOWA CITY OAKLAND CEMETERY

NOTICE TO PROPOSERS: Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

ADDRESS PROPOSALS TO: Attention of the City Clerk's Office, City Hall, 410 E. Washington St., Iowa City, IA 52240-1826, on or before the local time and date specified below. Proposals shall be sealed and clearly marked on the front "**Proposal for an Infant Columbarium for the City of Iowa Oakland Cemetery, RFP #10-27.**"

FAXED and E-mailed proposals will not be accepted.

PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (CDT), November 12, 2009. Proposers shall submit four (4) copies of their proposal.

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 bidder. Similarly, the City is not responsible for, and will not open, any bid responses which are received later than the date and time stated above.

INSURANCE & BONDING: Insurance is required, as specified in Section IV-B.

QUESTIONS: All questions and clarifications regarding this Request for Proposal must be submitted no later than **5:00 p.m. (CDT), November 5, 2009** by e-mailing the following City representative:

Purchasing Questions:
Mary Niichel-Hegwood
Purchasing Agent
mary-niichel@iowa-city.org
(319) 356-5078

INDEX:

Section I.	Proposal Requirements Checklist
Section II.	Specific Conditions and Instructions to this Proposal
Section III.	Project Specifications
Section IV.	General Conditions and Instructions to Proposers
Section V.	Company References
Section VI.	Company Information & Signature Sheet
Attachments	Infant Columbarium Elevation Infant Columbarium Plan

SECTION I. PROPOSAL REQUIREMENTS CHECKLIST

DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE VENDOR'S PROPOSAL

Please review the following checklist to make sure the documents are included in all four (4) copies of your proposal.

PROPOSALS ARE DUE NO LATER THAN 2:30 p.m. (CDT), November 12, 2009

_____ This proposal must be summarized in letter form on the vendor's letterhead stationary. **The letter must be signed by an officer of the vendor or a designated agent empowered to bind the firm in the contract offer.** Acceptance or exception to our terms must be noted in the letter.

_____ Completed Project Specifications form (**Section III**)

_____ At least three (3) references from agencies where your firm has sold and installed a Columbarium. The agency's name and address, a contact name, title, phone number, and explanation of the project must be included with the reference information (**Company References, Section V**).

_____ The sculptor or company that will be providing the design and the Sculpture for this project. The following information must be included:

- Name of the sculptor or company, contact person, address, and phone number
- Images of work designed by the sculptor or company

_____ Project Timeframe/Work Pan – provide a detailed work plan, including the stages to complete the Sculpture, approval of the Sculpture by the City, delivery and installation of the Columbarium and the Sculpture, and the length of time required for each stage.

_____ A completed and signed **Company Information & Signature Sheet (Section VI)**

Note: The items listed above must be included in the vendor's submitted proposal in order for the proposal to be considered complete. The City reserves the right to reject proposals that are incomplete.

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL

A. SCOPE OF WORK:

The City of Iowa City is soliciting proposals from qualified professional firms to provide and install an Infant Columbarium and a Sculpture for the City of Iowa City's Oakland Cemetery (1000 Brown Street) per the terms and conditions, and the specifications referenced herein. The awarded vendor will be fully responsible for the structural design of the Columbarium and the required internal support for the Sculpture.

The vendor's proposal must include all of the required resources to supply and install the Columbarium and the bronze Sculpture, including but not limited to, design services, equipment and materials, and shipping and delivery services.

Vendors will also have the option to provide pricing for the sidewalk that surrounds the Columbarium (see Section III. – Project Specifications). The City will select to award the installation of the sidewalk based on the price of the sidewalk and the total project price.

This project must be completed by June 15, 2010.

B. PROPOSAL REQUIREMENTS:

1. If any vendor is in doubt as to the intent or meaning of any part of this Request for Proposal, the vendor must e-mail the City Representative listed on page one (1) no later than **November 5, 2009, 5:00 p.m. (CDT)**.
2. Vendors are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by the vendor implies the vendor's acceptance of the terms and conditions of this Request for Proposal, unless otherwise stated. All deviations from the specifications must be noted in detail by the vendor, in the summary letter, at the time of submittal of this proposal.

The absence of a written list of deviations at the time of submittal of the proposal will hold the vendor strictly accountable to the specifications contained in this Request for Proposal.

3. The vendor is responsible for all costs related to the preparation of this proposal.
4. Any costs to the City not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges bid herein. This includes, but is not limited to, costs associated with design, supply, installation, shipping and delivery.
5. The format of the vendor's proposal must be consistent with the format of the specifications listed.
6. All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
7. Responses may be rejected if the vendor fails to perform any of the following:
 - a. To adhere to one or more of the provisions established in this Request for Proposal
 - b. To demonstrate competence, experience, and ability to provide the materials and services described in this Request for Proposal
 - c. To submit a response on or before the deadline and complete all required forms
 - d. To respond to a written request for clarification or additional information
 - e. To fulfill a request for a project meeting

8. Proposers shall include the following items **with** their submitted proposal:
- a. This proposal must be summarized in letter form on the vendor's letterhead stationary. **The letter must be signed by an officer of the vendor or a designated agent empowered to bind the firm in the contract offer.** Acceptance or exception to our terms must be noted in the letter.
 - b. Completed Project Specifications form (**Section III**)
 - c. At least three (3) references from agencies where your firm has sold and installed a Columbarium. The agency's name and address, a contact name, title, phone number, and explanation of the project must be included with the reference information (**Company References, Section V**).
 - d. The sculptor or company that will be providing the design and the Sculpture for this project. The following information must be included:
 - Name of the sculptor or company, contact person, address, and phone number
 - Images of work designed by the sculptor or company
 - e. Project Timeframe/Work Plan – provide a detailed work plan, including the stages to complete the Sculpture, approval of the Sculpture by the City, delivery and installation of the Columbarium and the Sculpture, and the length of time required for each stage.
 - f. A completed and signed **Company Information & Signature Sheet (Section VI)**

Note: The items listed above must be included in the vendor's submitted proposal in order for the proposal to be considered complete. The City reserves the right to reject proposals that are incomplete.

C. DESIGN AND PERFORMANCE REQUIREMENTS:

1. Stone panels shall be fabricated to provide sight lines indicated on drawings using a combination of true and false joints. Individual stone sizes shall be as limited by fabrication tolerances or by blending requirements for various stone options. Locate stone on panels so as to achieve blending of color and minimize sharp contrast between adjacent stones that would cause a jarring or unpleasant image or unintended pattering due to stone placement.
2. Engineering Responsibility – Engage a qualified professional engineer to prepare design calculations, shop drawings, and other structural data for Columbarium. Engineer must be licensed in the State of Iowa.
3. Sizes on drawings are minimum standards.

D. GENERAL PROJECT REQUIREMENTS:

1. The awarded vendor (including fabricator and installer) shall have a minimum of ten (10) years documented experience successfully completing projects similar in scope and complexity in material, design, to that indicated for this project.
2. The awarded vendor shall use the following references for this project:
 - a. American Society for Testing and Materials
 - ASTM C119-97a: Terminology Relating to Natural Building Stones
 - ASTM C615-96: Specification for Granite Stone
 - ASTM C880-96: Test Method for Flexural Strength of Dimensional Stone
 - ASTM C1242-96b: Guide for the Design, Selection and Installation of Exterior Dimension Stone Anchors and Anchoring Systems
 - ASTM C1354-96: Test Method for Strength of Individual Stone Anchorages in Dimension Stone
 - b. National Building Granite Quarries Association, Inc.
 - NBGQA Specifications for Architectural Granite. 1997.

3. The awarded vendor shall store and handle stone and related materials to prevent deterioration or damage due to moisture, temperature changes, contaminants, corrosion, breaking, chipping, and other causes.
4. Professional workmanship shall meet or exceed existing industry standards.
5. The awarded vendor will be responsible for obtaining all required City permits before commencement of work. These permits will be at no cost to the awarded vendor.
6. The awarded vendor will be responsible for all subcontractors working this project. If the awarded vendor subcontracts any part of this project, the awarded vendor must receive the City's approval.
7. All commodities and/or service shall comply with applicable OSHA regulations in effect at the time commodities are shipped and/or the service is performed. Material Safety Data Sheets (MSDS) are required in accordance with applicable regulations. Material Safety Data Sheets must be left on site immediately after commodities and/or services have been provided.
8. The awarded vendor shall at all times keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this contract. At completion of the work, the awarded vendor shall remove from the project waste materials, rubbish, tools, construction equipment, machinery and surplus material.
9. The awarded vendor shall take all necessary precautions for the safety of the City's and awarded vendor's employees and the general public and shall erect and properly maintain at all times all necessary facility safeguards for the protection of the awarded vendor's employees and the general public. If necessary, the awarded vendor shall post signs warning against hazards in and around the worksite.
10. Unless otherwise specified, the awarded vendor shall unconditionally guarantee the materials and workmanship of all structures (Columbarium and Sculpture), materials, and services required to complete this project. If any defects or signs of deterioration are noted which in the City's opinion are due to faulty workmanship or materials, the awarded vendor, upon notification and at his/her expense, shall replace or repair the defective structure, materials, etc, within seven (7) days of the City's written notice to the awarded vendor. The decision to repair or replace any part of the project will be at the discretion of the City. This replacement or repair shall be made only at such time as shall be designated by the City as least detrimental to the operation of City business.

Regardless of any statement to the contrary, the vendor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

11. Failure of the awarded vendor to provide commodities and services within the time specified, unless extended in writing by the City, or failure to replace or repair rejected commodities when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and services of comparable worth to replace or repair the articles rejected or not delivered. On all such purchases, the awarded vendor shall reimburse the City, within reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed to the awarded vendor. If the contract is not cancelled, such purchases shall be deducted from the contract quantities. The City reserves the right to accept commodities delivered which do not meet specifications, subject to an adjustment in price to be determined by the City.
12. The awarded vendor shall be responsible for any commodities and services covered by this contract until delivery and inspection of materials at the designated point. In addition, the vendor shall bear all risk for rejected commodities and services after written notice of rejection. Rejected commodities and services shall be replaced by and at the expense of the vendor after written notification of rejection.

Upon vendor's failure to replace or repair commodities within the time frame identified, the City may return the rejected commodities to the vendor at the vendor's risk and expense, or the City may dispose of them as its own property.

13. Final inspection of commodities and services shall be conclusive except as regards to latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities and services shall be made within a reasonable time after delivery, but failure to inspect and accept or reject commodities and services shall not impose liability on the City if such commodities and services are not in accordance with the specifications. All commodities delivered to the City shall be accepted subject to inspection and physical count.

E. CONTRACT AWARD:

1. The vendor's proposal must be complete to be considered for award.
2. The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the request for proposals.
3. Consideration may be given to, but not limited to, Project Timeframe/Work Plan, The Design of the Columbarium and the Sculpture, Warranty, References and Qualifications of the Vendor and the Sculptor/Previous Projects, and Pricing.
4. It is the City's intent to make an award within thirty (30) working days of the proposal due date. Award, if made, will be in accordance with the terms and conditions herein.
5. Award, if made, shall be in the form of a Purchase Order.
6. The awarded vendor(s) will be required to submit a current certificate of insurance prior to commencement of work. The certificate of insurance shall include the following items:
 - The City of Iowa City will be named as additional insured
 - Project bid number and project title as the description
 - Insurance carriers will be rated as A or better by A.M. Best
7. If the contract award is in the amount of \$25,000 or more, the awarded vendor will be given the City's Contract Compliance Document to complete and return before the delivery of materials and commencement of work.

F. EVALUATION PROCESS:

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. The evaluation committee may conduct discussions with any vendor that submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of the discussions, the evaluation committee shall not disclose any information derived from one proposal to any other vendor. The evaluation committee reserves the right to request the vendor to provide additional information during this process.

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category

shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's specifications. The following table lists the maximum points associated with each category.

“Vendor submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”

<u>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Compliance to Project Specifications	30
References and Qualifications of the Vendor and the Sculptor/Previous Projects	30
Pricing	25
Project Timeframe/Work Plan	<u>15</u>
Total	100

G. SUBMITTALS AFTER VENDOR SELECTION

Once the City has selected a vendor for this project, the vendor will be required to submit the following items to the City:

1. Product Data – For each variety of stone, stone accessory, and other manufactured products.
2. Shop Drawings – Show full-scale details of fabrication and installation of dimension stone and cladding system, including dimensions and profiles of stone units.
 - Show locations and details of joints both within dimension stone cladding system and other construction.
 - Include details of joints
 - Show locations and details of anchors and backup structure
 - Show connection of backup system to primary building structure
 - Include large-scale shaded elevations and details of decorative surfaces and inscriptions
3. Stone Samples for Verification – Sets for each color, grade, finish, and variety required; not less than twelve (12) inches square. Include two or more samples in each set showing the full range of variations in appearance characteristics expected in the completed work.
4. Qualification Control Submittals – Design Date – Provide calculations for loading and stress of framing design and section property calculations under the Professional Engineer's seal. Engineer must be licensed in the State of Iowa.

H. CONTRACT CLOSEOUT SUBMITTALS:

The following items must be submitted to the Cemetery representative once the project has been completed:

1. Project record documents
2. Operation and maintenance data – provide a schedule and instructions for inspection and routine maintenance procedures.
3. Warranty

I. PAYMENT & DELIVERY/INSTALLATION

1. Final payment for this project will only be made after the project has been completed and the City has inspected and accepted the project.

2. Progress payments will be made based on the completion and acceptance of the following stages:
 - Installation of the concrete foundation
 - Delivery of the Sculpture
 - Columbarium and Sculpture installation
3. All invoices must include detailed information on the product or service provided for this project. All invoices must be sent to the following address:

City of Iowa City
Purchasing Division
Attn: Mary Niichel-Hegwood
410 E. Washington St.
Iowa City, IA 52240

4. Delivery and installation of the Columbarium and Sculpture must be coordinated with the Cemetery representative. Designated hours for delivery and installation shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday. Any requests for work before 8:00 a.m. must be approved by the Cemetery representative.

SECTION III. PROJECT SPECIFICATIONS

The awarded vendor will be responsible for providing and installing the Infant Columbarium and the Sculpture (statuettes) that will placed on top of the Infant Columbarium. In addition, the awarded vendor will be responsible for coordinating the weight limitations of the Sculpture (statuettes) with the sculptor to ensure adequate structural support.

The attachments to this Request for Proposal, including the Infant Columbarium Plan and the Infant Columbarium Elevation, are in addition to the specifications listed below.

If your company is able to comply with each specification listed below, mark "Yes," if your company is not able to comply with a particular specification mark "No" and provide an explanation for not meeting the specification in the space provided at the bottom of this section.

1. Infant Columbarium

A. Warranty

Columbarium must have a minimum twenty (20) year manufacturer's warranty.

Comply _____ **Yes** _____ **No**

B. Granite

Granite should be comparable or equal quality of grade as existing Columbarium which is Zimbabwe Black Granite. The City will require an actual sample of the granite to be used on the project before work commences.

Comply _____ **Yes** _____ **No**

Base to be a minimum of 6" thick black granite.

Comply _____ **Yes** _____ **No**

Roof to be a minimum of 4" thick black granite with proper structural support for the Sculpture (consider Scope of Work).

Comply _____ **Yes** _____ **No**

Columns to be solid black granite (no cladding).

Comply _____ **Yes** _____ **No**

C. Doors/Shutters

Each door to be a minimum of ¾" thick and have a flush appearance.

Comply _____ **Yes** _____ **No**

All doors are to be totally interchangeable within the structure.

Comply _____ **Yes** _____ **No**

Six additional niche doors to be provided by awarded vendor.

Comply _____ **Yes** _____ **No**

C. Doors/Shutters (continued)

Niche doors must be from the same material as the Columbarium.
Comply _____ **Yes** _____ **No**

Niche doors must be interchangeable.
Comply _____ **Yes** _____ **No**

D. Security

Awarded vendor will provide the City with tooling to operate the security doors.
Comply _____ **Yes** _____ **No**

Interior security doors to be made of powder coated aluminum.
Comply _____ **Yes** _____ **No**

Interior security doors to be attached with tamperproof stainless steel screws. The awarded vendor will provide the City with ten (10) additional tamperproof stainless steel screw for the interior security doors.
Comply _____ **Yes** _____ **No**

Interior security doors to fit flush against niche to form a dust and insect proof seal.
Comply _____ **Yes** _____ **No**

Interior security doors to fit flush against the outer granite door to give support against breakage due to vandalism.
Comply _____ **Yes** _____ **No**

Exterior doors to be held in place with rosettes and tamperproof stainless steel screws. Hidden fasteners will not be accepted as they tend to deteriorate over time. The awarded vendor will provide the City with ten (10) additional rosettes and ten (10) additional tamperproof stainless steel screws for the exterior doors.
Comply _____ **Yes** _____ **No**

E. Niches

Granite to be employed around perimeter of niche banks. This trim to be flush to the doors and match the material of the doors exactly.
Comply _____ **Yes** _____ **No**

Interior of niches shall be designated to alleviate condensation problems.
Comply _____ **Yes** _____ **No**

No concrete or structural glues are to be employed.
Comply _____ **Yes** _____ **No**

Opening and closing needs to be easy to operate in all weather conditions.
Comply _____ **Yes** _____ **No**

E. Niches (continued)

32 niches to be a minimum of 12" x 12" x 12" deep, 32 niches to be a minimum of 12" x 12" x 16" deep.

Comply _____ **Yes** _____ **No**

F. Base

Base must consist of a 8" concrete pad, 96" x 96" with 1/2" rebar, 6" c-c

Comply _____ **Yes** _____ **No**

Epoxy coated rebar between footing and pad

Comply _____ **Yes** _____ **No**

Steel on chair supports to be 4" above grade

Comply _____ **Yes** _____ **No**

G. Additional Items

Staging area to be coordinated with the City of Iowa City's Cemetery representative

Comply _____ **Yes** _____ **No**

All site work and grading must be provided by the awarded vendor

Comply _____ **Yes** _____ **No**

All soils must be moved to the designated area

Comply _____ **Yes** _____ **No**

2. Bronze Sculpture

The sculpture proposed by the vendor will require formal City review and approval before construction begins.

A. Design

Design of statuettes shall be a mother holding a child in a rocking chair

Comply _____ **Yes** _____ **No**

B. Size

Sculpture shall be 3/4 life size

Comply _____ **Yes** _____ **No**

C. Material

Statuettes to be cast in bronze (88% Copper, 6% Tin, 4% Zinc, 2% Lead) using lost wax method

Comply _____ **Yes** _____ **No**

Walls of both statuettes will be approximately 1/2" to 3/8" thick, hollow inside

Comply _____ **Yes** _____ **No**

D. Mounting Method

Mounting design must be tamperproof/vandalproof
Comply _____ **Yes** _____ **No**

Flush mounted with studs
Comply _____ **Yes** _____ **No**

Threaded studs for concealed flush mounting to solid structure
Comply _____ **Yes** _____ **No**

Awarded vendor will determine mounting method based on proper structure support and meeting local code requirements for loads.
Comply _____ **Yes** _____ **No**

3. Sidewalk

The sidewalk surrounding the Columbarium is listed as Option 2 on the Company Information and Pricing Sheet. The City will select to award the installation of the sidewalk based on the price of the sidewalk and the total project price.

Sidewalk surrounding columbarium shall be 4” thick with 1/2” rebar. The width of the sidewalk will be determined by the Cemetery representative.

Comply _____ **Yes** _____ **No**

Any deviations from the specifications listed in this section must be noted in the space below.

SECTION IV. CITY OF IOWA CITY – PURCHASING DIVISION
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

The general rules and conditions which follow apply to all proposals issued by the City unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the proposer's own risk.

REQUEST FOR PROPOSAL(RFP): is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this **REQUEST FOR PROPOSAL** is **NOT** a bid and is not governed by state or federal bidding requirements.

Moreover, any acceptance of a proposal shall **NOT** result in a binding contract between the City and the proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

A. CONDITIONS FOR PROPOSING

1. NO CONTACT POLICY. After the date and time established for receipt of proposals by the City, any contact initiated by the proposer or any City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

2. COMPLETENESS/AUTHORIZATION OF PROPOSAL. Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the proposer to the proposal.

3. ADDRESSING OF PROPOSAL. Unless otherwise specified, faxed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

City Clerk's Office (RM 140)
City of Iowa City
City Hall - 410 E. Washington St.
Iowa City, Iowa 52240

4. PROPOSAL DEADLINE. Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to specified proposal date.

5. RECEIPT OF PROPOSALS. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing proposers of the identity of the proposer with whom the City is negotiating or the contents of the proposal.

6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals submitted shall be binding for one hundred and twenty (120) calendar days following proposal date, unless the proposer(s), at the City's request, agrees in writing to an extension.

7. TRADE SECRETS OR PROPRIETY INFORMATION. The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.

8. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.

9. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation which is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the proposer, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.

10. COLLUSIVE PROPOSING. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

11. OFFICERS NOT TO BENEFIT. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5

12. EQUAL EMPLOYMENT OPPORTUNITY. All proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal anti-discrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.

B. INSURANCE

1. INSURANCE REQUIREMENTS. The successful proposer shall provide insurance as follows:

a. Certificate of Insurance; Cancellation or Modification

(1) Before commencing work, the Proposer shall submit to the City for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period.

(2) The Proposer shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.

(3) Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt work on the contract, and to withhold payment for any work performance on the contract.

b. Minimum Coverage

(1) Any policy or policies of insurance purchased by the Proposer to satisfy their responsibilities under the proposal shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements

Informal Project Specs: Class I (under \$1M)

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability		
(1) Bodily Injury & Property Damage	Combined <u>Single Limit</u> \$500,000	
c. Worker’s Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor’s Insurance carrier be A rated or better by A.M. Best.

c. Hold Harmless; Endorsement Required

(1) The Proposer, including their subcontractors, contractors, employees, representatives or agents, shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees, and agents from any and all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from the Proposer's operations under this document.

(2) Proposer is not, and shall not be deemed to be, an agent or employee of the City of Iowa City, Iowa.

(3) Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

C. SPECIFICATIONS

1. FORMAL SPECIFICATIONS. The proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. PROPOSED ALTERNATE. When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the bidder proposes to furnish the commodity and/or service so identified by the City unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. QUALIFICATIONS, CREDENTIALS AND REFERENCES. The proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.

4. ADDENDUM TO SPECIFICATIONS. Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City web-site www.icgov.org/commodities.asp. Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. It is the proposer's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

D. SELECTION OF FIRM

1. REJECTION OF PROPOSALS. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

2. SELECTION. The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful proposer is selected. Criteria for selection will include but not be limited to:

- ability to provide the type and quality of service that best meets the needs of the City.
- organization, size, management and structure of the firm to provide service.
- experience and qualifications of the persons with supervisory and management assignments, especially relating to similar work assignments.
- satisfactory reference checks of clients on similar projects.
- previous and existing compliance with laws and ordinances relating to contracts with the City and to the proposer's employment practices.
- whether the proposer is in arrears to the City, in debt on a contract or is a defaulter on a surety or other agreement with the City.
- if a reasonable doubt arises as to proposer's solvency, the City reserves the right to require financial information sufficient to show solvency.
- cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award.

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.

4. PRICING REQUIREMENTS. All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).

5. PRESENTATIONS. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

Formal presentations will be scored and evaluated by a committee. The evaluation committee will make a recommendation to the City Manager and if required, to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

6. LOCAL PURCHASES. Unless otherwise specified, cost and other considerations being equal, local firms (i.e. an office in Iowa City) shall be given first consideration for the project.

7. FEDERAL TRANSIT FUNDS. Purchases utilizing Federal Transit funds are not eligible for local or state purchase consideration as described above in D.6.

8. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

E. GENERAL CONTRACT PROVISIONS

1. CONTRACT AWARD. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.

2. INSURANCE. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.

3. AVAILABILITY OF FUNDS. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.

4. CONTRACT ALTERATIONS. No alterations or variables in the terms of a contract shall be valid or binding upon the City unless authorized in writing by both parties.

5. SUBLETTING OF CONTRACT. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.

6. CONTRACT PERIOD. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:

a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.

b. Terminated due to default, as described below.

7. DEFAULT. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

If the Contract is terminated, an award may then be made to the next qualified proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.

8. INDEMNITY. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Proposer further agrees to:

a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyright or uncopyright composition, secret process, patented or unpatented invention, article or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.

b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

9. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

F. PAYMENT PROVISIONS

1. PAYMENT TERMS. Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.

2. INVOICING. Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice in duplicate to:

Purchasing Division
Attn: Mary Niichel-Hegwood
City of Iowa City
410 East Washington St.
Iowa City, Iowa 52240

3. WITHHOLDING PAYMENT. Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.

4. TAXES. The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out-of-state suppliers as required. Out-of-state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

Contractors shall bill the City Accounting Division, including tax, for contracts pertaining to the alteration, construction or repair of real property. The Contractor shall provide the necessary Iowa Department of Revenue Contractor's Statement (one contractor's statement for each subcontractor). The Accounting Division shall then contact the State of Iowa for tax reimbursement.

Contractors and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

If a contractor, subcontractor, or builder is to use building materials, supplies, and equipment in the performance of a construction contract with a designated exempt entity, the person shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer.

SECTION V. COMPANY REFERENCES

Provide at least three (3) references from agencies where your firm has sold and installed a Columbarium. The agency's name and address, a contact name, title, phone number, and explanation of the project.

1.) Agency Name: _____
Agency Address: _____
Agency Contact: _____
Title of Contact: _____
Phone Number: _____

Explanation of the Project: _____

2.) Agency Name: _____
Agency Address: _____
Agency Contact: _____
Title of Contact: _____
Phone Number: _____

Explanation of the Project: _____

3.) Agency Name: _____
Agency Address: _____
Agency Contact: _____
Title of Contact: _____
Phone Number: _____

Explanation of the Project: _____

Note: Additional references may be included with the vendor's proposal.

SECTION VI. COMPANY INFORMATION & SIGNATURE SHEET

All costs associated with this project must be included in the pricing listed below. This includes, but is not limited to, costs associated with design, supply, installation, shipping and delivery. Any costs for this project not included in the vendor's proposal will be the responsibility of the vendor.

Option 1:

Infant Columbarium Price: \$ _____
(Includes all footing and foundation costs)

Sculpture Price: \$ _____
(Mother Holding Child in Rocking Chair)

Installation Price of Infant Columbarium and Sculpture: \$ _____

Total Project Price: \$ _____

Written Total Project Price: _____

Option 2:

Sidewalk Surrounding Columbarium Price - Per Square Foot \$ _____

Note: The City will select to award the installation of the sidewalk based on the price of the sidewalk and the total project price. The width of the sidewalk will be determined by the Cemetery representative.

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to supply and deliver the proposed commodities and services as described in the proposal documents at the prices set forth within.

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City of Iowa City, the City's Request for Proposal shall prevail.

The undersigned proposer certifies that this proposal is made in good faith and without collusion or connection with any other person or persons bidding on the project.

Name of Firm: _____

Authorized Representative: _____

Signature of Representative: _____

Title of Authorized Representative: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

Website Address: _____

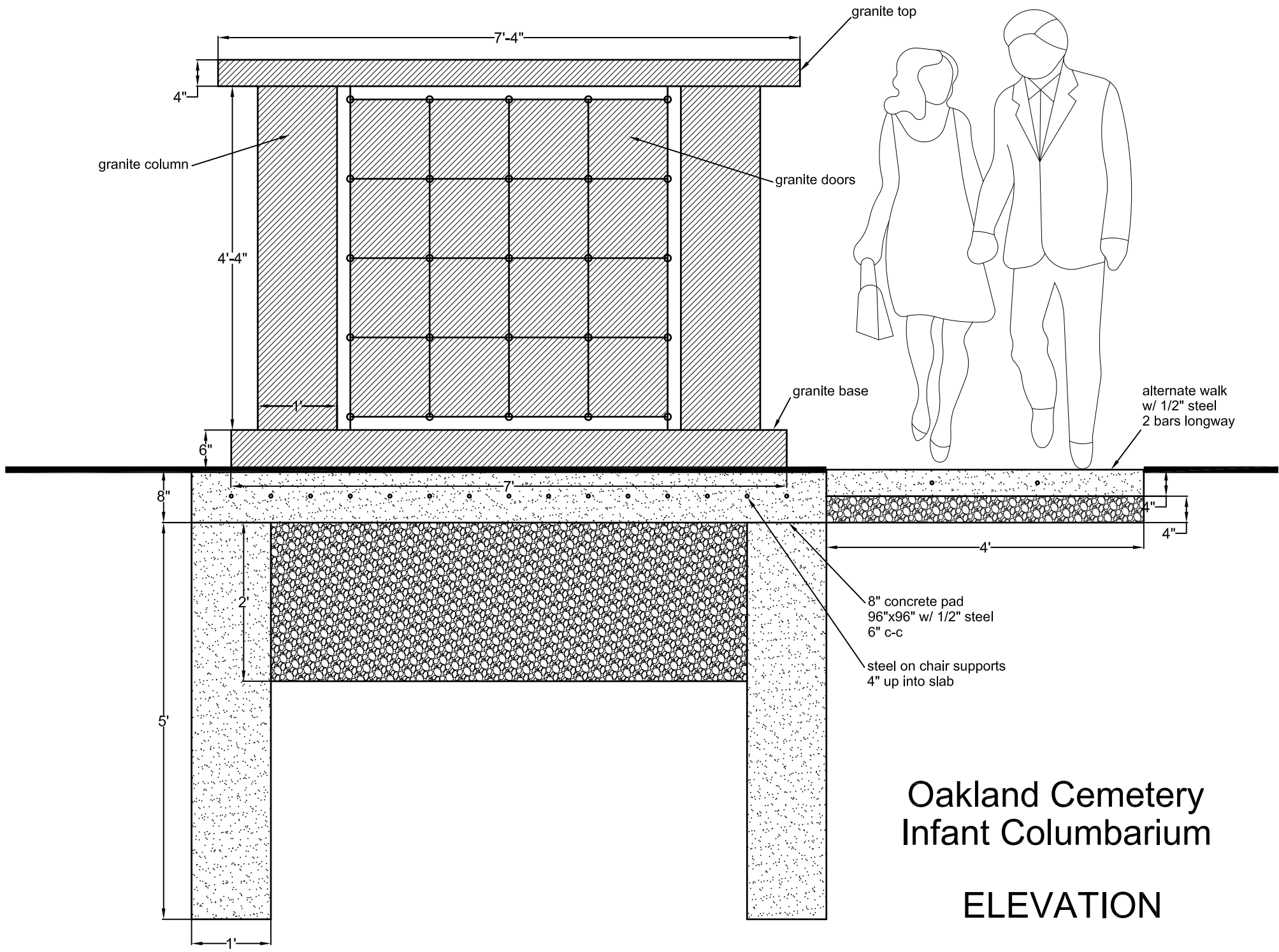
E-Mail Address: _____

Date Signed: _____

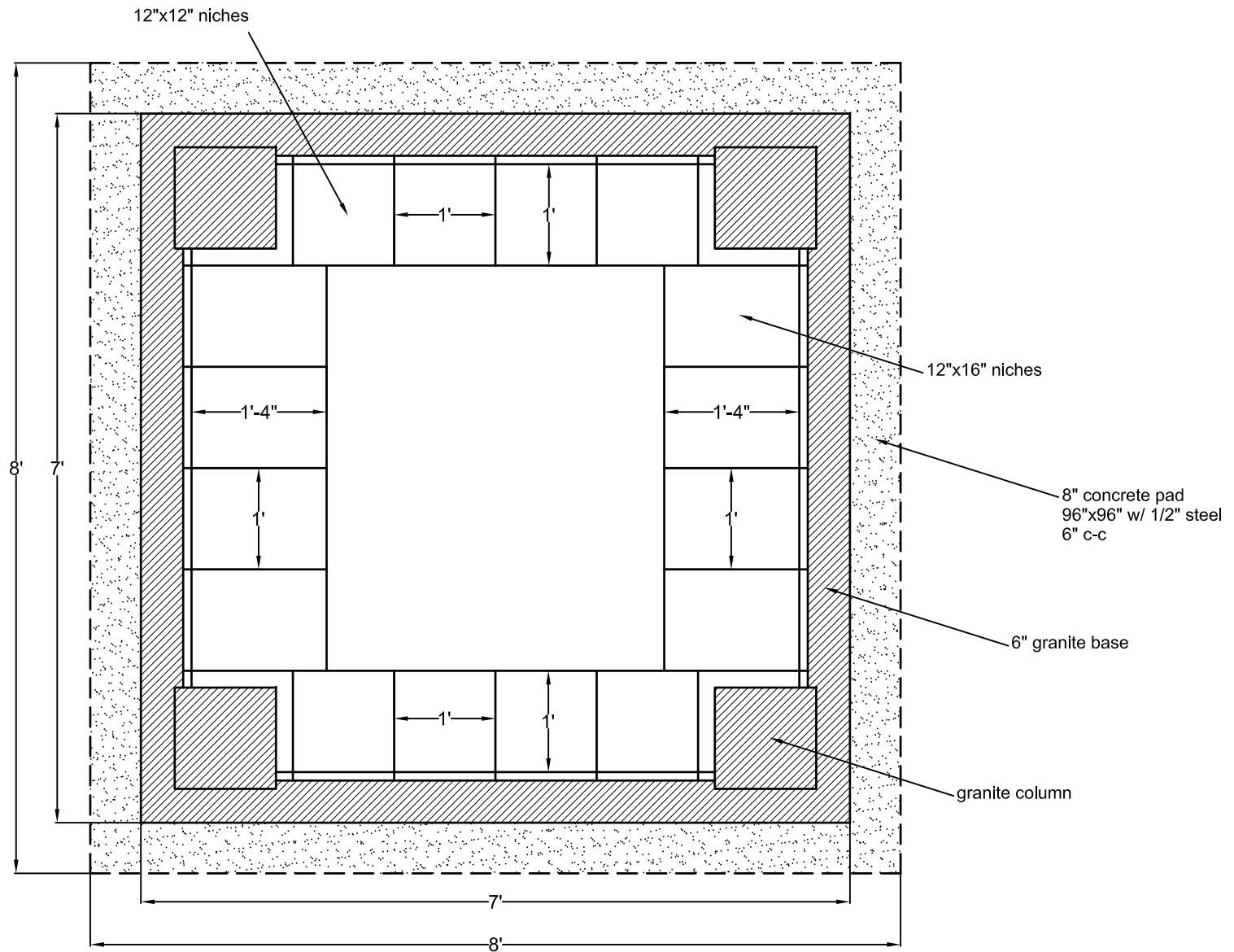
Addenda Form

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____



Oakland Cemetery
 Infant Columbarium
 ELEVATION



Oakland Cemetery Infant Columbarium

PLAN

*The plan does not show the alternative for the sidewalk as depicted in the elevation.