



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 30, 2015

**REQUEST FOR PROPOSAL:**

**RFP #16-97 DESIGN AND ENGINEERING SERVICES FOR  
THE RIVERFRONT CROSSINGS PARK PROJECT**

**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., RM 140, Iowa City, IA 52240-1826. Proposals shall be sealed and clearly marked on the front "Design and Engineering Services for the Riverfront Crossings Park Project, RFP #16-97."

**Faxed and E-mailed Proposals will not be accepted.**

**PROPOSALS ARE DUE NO LATER THAN:** 2:30 p.m. (local time), January 19, 2016. Proposers must submit **five (5) sealed hard copies** of the proposal.

The City is not responsible for delays occasioned by the U.S. Postal Service, or other carriers, 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 which are received later than the date and time stated above.

Insurance is required for this project, as specified in Section III- B.

**QUESTIONS:** All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative. All questions will be answered on an individual basis and will not be posted to the City's website. In order to receive a response all questions must be in written form and be submitted via e-mail no later than **January 12, 2016, 5:00 p.m. (local time)**.

Karen Howard  
Neighborhood and Development Services  
[Karen-howard@iowa-city.org](mailto:Karen-howard@iowa-city.org)

**NO CONTACT POLICY.** All questions regarding this Request for Proposal must be in written form and must be submitted to the representative listed above. After the date and time established for receipt of proposals by the City, any contact initiated by the proposer or by a City representative, other than the 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.

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## **SECTION I. PROPOSAL SUBMITTAL CHECKLIST**

Review the following checklist to make sure the contents listed below are included in all copies of your company's proposal. Five (5) hard copies are required with proposal submittal.

*The required sections and specific content must be organized in the submitted proposal as they are listed below.*

### **Section 1 - Executive Summary**

Letter of submission: Letter shall include the name, address, phone number and email address of the person(s) who will: a) serve as the Project Manager for the project; b) serve as the Principal Contact with the City; and c) make presentations on behalf of the firm. The same information will be required for any sub-consultants working with the primary consultant.

### **Section 2 – Experience with Similar Projects**

Experience: Clearly indicate the specific experience of the individual/firm relative to projects of similar scale and type as this project. Include descriptions of projects with respect to client, location, common issues and services provided.

### **Section 3 – Disciplines**

Disciplines: Provide a list of disciplines which will be used with this project and who will provide the services.

### **Section 4- Respondent's Expertise and Subcontractor's Expertise**

Key Personnel: Provide a complete list of key personnel who will work on the project, and all sub-consultants working on the project, along with their professional experience and their role/responsibility.

### **Section 5 - Proposed Project Work Plan**

Project work plan: This should include a project plan and time schedule describing the general work tasks and personnel assigned to the project. It shall include estimated task/phase completion dates and key meeting/presentation dates.

### **Section 6 – Performance of Services**

Methods and Means: Provide a response that defines the methods and means by which the firm will perform the services outlined in the RFP.

### **Section 7 - References**

Client References: Provide names, addresses, phone numbers and email addresses of three (3) client references for projects of similar size. Each listed reference should include a brief description and scope of services that were provided.

### **Section 8 – Project Costs**

A comprehensive and detailed listing of all costs, fees, and reimbursable fees to be incurred as a part of your company's work. All costs for this project must be included in the submitted proposal. Exclusion of any costs for this project will be the responsibility of your company.

### **Section 9 - Conflict of Interest**

The company shall identify any relationship that has existed, or presently exists with the City of Iowa City and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. If no relationship has existed or does not presently exist, the company must make this statement in the submitted proposal (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).

**Section 10 – Exceptions or Deviations**

Any Exceptions or Deviations that your company may have to this Request for Proposal document must be stated. If your company has no exceptions or deviations, please clarify that there are “No Exceptions.” If you state no exceptions, you may not add your company’s terms and conditions or any other unsolicited documents to your submitted proposal.

**SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL****A. Project Summary:**

The City of Iowa City, Iowa is soliciting proposals from qualified consultants to provide professional design and engineering services for the Riverfront Crossings Park Project. The intent of the project is to develop a detailed design plan for the development of the improvements within Riverfront Crossings Park described within this RFP. These improvements will be based on the conceptual master plan and related reports previously developed. In addition, the chosen consultant team will prepare construction drawings, plans and specifications, and any necessary permits for development of the first phase of Riverfront Crossings Park, as determined by the City, and provide bidding and construction services as highlighted herein.

**B. Project Background**

The City of Iowa City adopted the Riverfront Crossings District Master Plan in 2013. Riverfront Crossings is a large redevelopment area in the center of Iowa City near downtown and the University of Iowa campus and bisected by the Iowa River. The intent of the plan is to transform this area into a walkable, urban mixed-use district that is attractive for a range of housing types and opportunities for a variety of new businesses. Ralston Creek, one of the city's largest urban streams, extends through the eastern portion of the district to its confluence with the Iowa River near U.S. Highway 6. As a catalyst for redevelopment and to create greater resilience in the face of repetitive flood events along the Iowa River and Ralston Creek, two important goals of the Riverfront Crossings master plan are to move critical infrastructure and development out of the Iowa River floodplain to the extent possible, transform the riverside area into a new floodplain park and restore and enhance Ralston Creek to become a community asset.

Iowa City has experienced several large floods along the Iowa River in recent years that have created extensive damage to public, private, and University of Iowa properties. In an effort to move critical infrastructure facilities out of the floodplain after the major flood event in 2008, the City secured funding through the Iowa Flood Mitigation Program to decommission and demolish the City's North Wastewater Treatment Plant and convert the area into a new riverfront park. The demolition work is now complete and the site has been seeded to prevent erosion. The City recently completed a master planning effort for the new park. While initially the park will encompass the former site of the City's North Wastewater Treatment Plant, in future years, the intent is to extend the park north along the Iowa River on sites currently in private ownership. The new park will provide public open space, recreational facilities, and access and trail connections to the river and the adjacent mixed-use redevelopment area. In addition, it will serve as a more sustainable and natural means of flood protection for the adjacent urban neighborhood as well as a demonstration of stormwater management through artful rainwater design.

The Riverfront Crossings Park Master Plan includes project goals, a plan view of the park, a preliminary grading plan, riverfront connection and circulation plan, and description of major elements (park, recreational, and celebration of arts and culture). In addition, through the EPA's Green Infrastructure Technical Assistance Program, stream restoration of Ralston Creek and associated off-channel wetlands were conceptually designed by Tetra Tech. This design has been incorporated into the preliminary park grading plan. The over-arching goals for the park are to:

- Promote better environmental stewardship of our urban waters, in this case the Iowa River and Ralston Creek;
- Improve public access to the Iowa River and Ralston Creek through enhanced trail connections, boardwalks, creek crossings, river overlooks and by providing new opportunities to get down to the water for fishing, boating, wildlife viewing, and other activities;

- Provide a variety of active and passive recreational opportunities for all seasons;
- Transform the land from impervious industrial hardscape into a regenerative and flood-resilient riverfront greenspace, with native trees and landscaping, improved riparian corridors, wetlands, natural river and stream bank restoration, open greens, gardens and plazas that will invite quiet contemplation, nature play, environmental education, community gathering, festivals and events;
- Include features, elements and programming in the park that celebrate Iowa City as a “river town” and as a center for literature, art, and local history and culture; and
- Consider the park a “changeable canvas” for environmental education, recreation and community events, celebrations and programs that respond to current and future needs and desires of the community as the new Riverfront Crossings neighborhood grows around it.

### C. Project Objectives

Based on the *2015 Riverfront Crossings Park Concept Design Report* and the *North Wastewater Treatment Plant Restoration Report*, developed through the U.S EPA’s 2014 Green Infrastructure Technical Assistance Program, the objectives of this project include the following:

- Preliminary and final design services for restoration of Ralston Creek and its riparian corridor from the northern boundary of the park on Kirkwood Avenue to its confluence with the Iowa River. Design should use best practices to restore the reach to a more natural condition within its urban context and include opportunities for the public to view and explore the creek. Restoration should be integrated with the design of the constructed wetlands and associated public amenities;
- Preliminary and final design services for constructed, off-channel wetlands to provide improved water quality, flood resiliency, wildlife habitat, recreational and educational benefits. Design should be appropriate for an urban park that will be directly adjacent to a high-density, mixed-use neighborhood. The design should encourage visitors to learn about, be engaged and entertained by, and enjoy the natural systems within the wetland area and along Ralston Creek;
- Preliminary design services for the creek exploration area, stream crossings, wetland boardwalk, and trail connections along the east and west banks of Ralston Creek and associated trail connection to the Iowa River Corridor Trail that extends under the US Hwy 6 bridge. The trail along the east bank of Ralston Creek will intersect with the stream crossings that extend to the park and with future pedestrian streets that will extend to Gilbert Street as illustrated in the Riverfront Crossings Master Plan. *Final design services may be requested for these elements based on cost estimates and potential cost efficiencies associated with installation concurrent with the stream restoration and wetland construction work.*
- Functional design plan for the entryway plaza (not including City of Literature elements or primary entranceway feature of the plaza).\*

\* Consultant teams are free to include functional design of the primary entranceway feature and/or City of Literature design elements shown in the conceptual master plan as a part of their proposal, but should separate into a distinct section of the proposal. City may or may not choose to include this add on to the final contract for the chosen proposal. Note that the concept shown as the central feature in the entranceway plaza in the conceptual master plan for the park was intended to inspire and the City is open to further refinement of the concept or alternative designs that ties into the main themes/goals of the park.

- Functional design plans for the park shelter/restrooms, natural playscape, parking area, riverfront trails, and river overlooks within the project boundary (shown on attached map).

- Landscaping plan for the park within the project boundaries.
- Designs should incorporate artful rainwater design (ARD) to help achieve the goals of the park as stated in the master plan. Firms should be familiar with and have experience with these techniques. Use of ARD techniques that also celebrate Iowa City's designation as a UNESCO City of Literature and center for arts and culture is encouraged.
- Assess the need for riverbank stabilization /restoration along the Iowa River within the boundary of the City-owned property (former North Wastewater Treatment Plant site). Develop plan for restoration work, as necessary.
- Work with Mid-American Energy to develop a plan for relocation of overhead electric lines currently located along the Iowa River within the boundary of the City-owned property and develop a plan for providing necessary utility connections to serve the needs of the park.

**D. Project Scope:**

The information provided in this section is not intended to comprise a detailed scope of services that will be required in a final consultant contract but is intended to provide general information to firms wishing to submit proposals. The City will negotiate the detailed scope of services with the successful firm.

The selected consultant will provide preliminary design services as generally noted below and final design services and bidding and construction services for the selected 1<sup>st</sup> phase improvements, as determined by the City. At a minimum 1<sup>st</sup> phase improvements will include stream restoration, wetland construction, and will likely include selected trails, stream crossings and amenities associated with the stream restoration and wetland area.

***Preliminary Design Services***

- Conduct project kick-off meeting with City Staff.
- Conduct topographic survey of post-demolition project site (City will provide design documents from the demolition of the wastewater treatment plant, including location of any structures that remain below or above ground on the site).
- Conduct geotechnical and/or soil studies, as necessary.
- Evaluate the *2015 Riverfront Crossings Park Concept Design Report* and the *North Wastewater Treatment Plant Restoration Report* (see [www.icgov.org/riverfrontcrossings](http://www.icgov.org/riverfrontcrossings) ) and other relevant plans, reports, and technical studies and develop design plans as indicated in the Project Objectives, above.
- Assess the feasibility and cost/benefit of re-purposing for pedestrian use the existing rail bridge that crosses Ralston Creek versus removing and replacing with a new pedestrian bridge to provide a link to the planned pedestrian street and future neighborhood to the east of the park.
- Coordinate and communicate with City staff on a regular basis through on-site meetings/ conference calls/Go To Meetings.
- Research all required permits.
- Prepare preliminary cost estimates.
- Meet with City staff to review functional and preliminary design plans and cost estimates.

- Present preliminary and functional design plans to the Parks and Recreation Commission for review and discussion.

#### ***Final Design Services***

- Prepare final plans and specifications and all necessary contract documents for the park elements chosen for the 1<sup>st</sup> phase of construction. At a minimum 1<sup>st</sup> phase improvements will include stream restoration, wetland construction, and will likely include stream crossings and amenities associated with the stream restoration and wetland area, and trails on the east and west sides of the creek and a trail connection to the existing Iowa River Corridor Trail under the U.S. Hwy 6 bridge.
- Conduct regular design review meetings with City staff.
- Assist the City in obtaining all necessary permits.
- Prepare final cost estimates.

#### ***Bidding & Construction Services***

- Final drawings shall be provided to the City and should be completed in AutoCAD.
- Assist the City in responding to bidder inquiries on technical matters and preparing the appropriate clarifications and addenda.
- Assist in the review of the bids and prepare a recommendation of award.
- Review contractor submittals and change orders.
- Provide milestone inspections as needed.
- Assist with any clarifications or unusual circumstances that may come up during construction.
- Provide As-Built Record Drawings.

#### **E. Anticipated Project Schedule**

- Preliminary Design – Winter/Spring 2016
- Final Design & Bidding – Summer 2016
- Stream restoration, wetland construction – Fall/Spring 2016-2017
- Completion of selected trail and park amenities – Spring/Summer 2017
- Completion of other park elements - schedule to be determined

#### **F. Proposal Requirements:**

1. If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer should contact the City representative listed on page one of this document no later than **January 12, 2016, 5:00 p.m. (local time)**. All questions must be in e-mail form in order to receive a response.
2. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a company concludes the company's acceptance of the terms and conditions herein, unless otherwise stated.

3. The format of the company's proposal must be consistent with the specifications listed on the ***Proposal Submittal Checklist – Section I.*** Each copy must be organized as stated on the checklist and contain all of the required information in order for the City to fully evaluate the submitted proposal.
4. The proposer is responsible for all costs related to the preparation of the submitted proposal, any costs associated with the preparation of additional material, and any required visits to the City during the pre-award process.
5. Any costs associated with this project not specifically set forth in the company's submitted proposal will be the sole responsibility of the proposer. Price/Cost adjustments presented after the contract has been awarded will not be accepted by the City.
6. All submitted proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. Responses may be rejected if the proposer 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 services described in this Request for Proposal
  - c. To submit a response on or before the deadline and complete all required forms
  - d. To fulfill a request for an oral presentation or interview
  - e. To respond to a written request for clarification or additional information
8. Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

**G. Reference Checks and Proposal Clarification:**

The City of Iowa City reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, and to discuss the proposer's qualifications. The City of Iowa City reserves the right to obtain and consider information from other sources concerning a vendor such as the vendor's capability and performance under other contracts.

**H. Contract Negotiations:**

The City of Iowa City reserves the right to negotiate specifications and terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Request for Proposal. The City of Iowa City may require the Request for Proposal and the proposer's submitted proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the City of Iowa City as contractually binding on the successful proposer.

The negotiated contract will provide that any material designed specifically to meet the project needs, or any modifications to existing materials for the project will become the property of the City of Iowa City over which it shall have exclusive property rights.



**I. Evaluation Process:**

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements, terms and conditions, and overall responsiveness to the Request for Proposal. The evaluation committee may conduct discussions with any proposer that submits an acceptable or potentially acceptable proposal. Proposers 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 proposer. The evaluation committee reserves the right to request the proposer 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. It is required that a proposal receive a minimum of 80 points in order to be considered for award.

The proposal that accrues the highest points shall be recommended for award subject to the best interests of the City of Iowa City. 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 identified requirements. The following table lists the maximum points associated with each category.

**“The Vendor’s 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>PHASE ONE - POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Experience	30
<ul style="list-style-type: none"> <li>• Firm’s Resume</li> <li>• Qualifications/Personnel</li> <li>• Success of Similar Projects</li> </ul>	
Proposed Work Plan	30
Performance of Services	20
Project Costs	<u>20</u>
<b>Total Points</b>	<b>100</b>

**J. Interview:**

During the initial evaluation process, staff reserves the right to request an oral interview with those proposers that appear to meet the requirements for this contract. Proposers selected to participate in an interview will have the opportunity to discuss their qualifications, experience, services that they will provide for this contract, as well as any proposed fee schedule. The request for an interview shall be at no cost to the City.

**K. Contract Award:**

1. The submitted proposal must be complete to be considered for award.
2. Award, if made, will be between the City and the proposer. The awarded vendor shall not subcontract any part of this contract without the prior written approval of the City. All subcontractors working on this contract must be employed by and responsible to the awarded vendor; all fees for this project will be paid to the main contractor. Failure to comply with the subcontractor provision will result in termination of the contract.

3. The City reserves the right to qualify, accept, or reject any or all proposers 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 proposer to the terms and conditions of the Request for Proposal.
4. Award, if made, will be in accordance with the terms and conditions herein.
5. Award, if made, shall be in the form of a Contract issued by the City, which will include the terms and conditions of the Request for Proposal, and any additional submittals by the proposer that have been accepted by the City.
6. Any change to the contract must be approved in writing by the Purchasing Agent and the awarded vendor.
7. Consideration may be given to, but not limited to, demonstrated creative and appropriate proposed services to gather data and perform necessary modeling work, the firm's resume and qualifications, experience with past and present clients, customer satisfaction and references, proven success of other contracts, firm's financial stability, the company's ability to demonstrate an understanding of the work to be performed, demonstrated capacity to provide timely and quality deliverables, the company's ability to comply with the requirements of this Request for Proposal, value of service relative to proposed costs.
8. The awarded vendor will be given the City's **Contract Compliance Document** to complete and return before the commencement of the contract.
9. By submitting a proposal in response to this Request for Proposal, the proposer acknowledges that the proposal submitted shall become public information after the contract is awarded.
10. 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 proposal number and project title as the description
  - Insurance carriers will be rated as A or better by A.M. Best
  - Professional liability insurance required (\$1,000,000 min.)

**The above conditions and instructions clarify this specific Request for Proposal document, but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS (Section III).**

**SECTION III.**  
**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 by a 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 or e-mailed 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:  

Attn: City Clerk's Office  
City of Iowa City  
410 E. Washington St., RM 140  
Iowa City, Iowa 52240-1826
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 the specified proposal date.

5. RECEIPT OF PROPOSALS. Unless otherwise required by law, during the process of negotiations, no proposals shall be handled so as to permit disclosure of proposals prior to award of the contract.
6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, 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 that 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 antidiscrimination 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. When required, the successful Proposer shall provide insurance as follows:

a. The Consultant agrees at all times material to this Agreement to have and maintain professional liability insurance covering the Consultant’s liability for the Consultant’s negligent acts, errors and omissions to the CITY in the sum of \$1,000,000.

b. Certificate of Insurance; Cancellation or Modification

1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
2. The Contractor 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 on the contract, and to withhold payment for any work performed on the contract.
4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

c. Minimum Coverage

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements		
Informal Project Specs: Class I (under \$1M)		
Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$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. 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 proposal document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by the City unless the Proposer specifically proposes an alternate. When submitting a proposed alternate, the Proposer shall clearly state on his/her proposal exactly what he/she proposes to furnish, and forward with his/her proposal, 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. Proposer 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 website: <https://icgov.org/purchasing-bids>. 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 website to insure that they have received all important addenda or revisions to the Request for Proposal prior to submitting a proposal.

**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:

- The quality, availability, adaptability and life cycle costing of the commodities and/or service.
- Guarantees and warranties.
- Ability, capacity and skill to provide the commodities and/or service required within the specified time.
- Ability to provide future maintenance and service.
- Character, integrity, reputation, experience and efficiency.
- Quality of performance of previous and/or existing contracts.
- 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 surety to the City.
- If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
- Such other relevant information as may be secured by the City.
- 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 Proposer 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. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance 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. **CHANGE IN LAWS:** In the event of a change in law that frustrates the goals of the City relative to this contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.
5. **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.
6. **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.
7. **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.
8. **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.

9. **DELIVERY FAILURES.** Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service 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/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a 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 the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.
10. **FORCE MAJEURE.** The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
11. **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, license, patent, or copyright infringement, or property damage arising 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.

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.

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 copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus 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.

12. 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 terms will be negotiated as part of the contract. Payment of balances shall be made only after approval and 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 the City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice to:

Karen Howard  
Neighborhood and Development Services  
[Karen-howard@iowa-city.org](mailto:Karen-howard@iowa-city.org)

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.