



Request for Proposal

Marion Bus Stops TAP-U-PA23()-8I-57 15th Street SRTS Sidewalk TAP-U-4775()-8I-57

Submission Deadline:

October 14, 2025, at 3:00 p.m. CST

**City of Marion – Public Works Department
202 44th St
Marion, IA 52302
319-743-6340**



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP)

Marion Bus Stops TAP-U-PA23()-8I-57

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SECTION 1.0 – NOTICE OF REQUEST FOR PROPOSAL (RFP)

OVERVIEW

- 1.1 The City of Marion, Iowa, hereinafter referred to as the “City,” is seeking proposals for qualified and experienced consulting teams to perform design and engineering services, including environmental services, for two City of Marion Projects, the Marion Bus Stops & 15th Street Safe Routes to School (SRTS) Sidewalk Projects. The Marion Bus Stops project will be along several locations of the current Marion bus route, and the 15th Street SRTS project will be along the east side of 15th Street from approximately 3rd Avenue to the Marion High School. See attached exhibits for reference.
- 1.2 The proposal shall consist of topographic & boundary survey, preliminary design, environmental review, construction drawings and specifications, project letting phase services, and construction phase services. Plans and specifications shall follow Iowa DOT format requirements. City of Marion will perform main construction administration services; however, a limited scope of assistance is requested for shop drawing reviews, etc.
- 1.3 The consultant contract is fully funded through City of Marion Local Option Sales Tax Funding.
- 1.4 The Marion Bus Stop construction improvements are partially funded with federal Surface Transportation Block Grant (STBG) funding from the Iowa DOT through the Corridor CMPO. The 15th Street Safe Routes to School (SRTS) Sidewalk construction improvements are partially funded with state TASA funding from the Iowa DOT. The remaining funding for construction improvements for both projects would be funded through Local Option Sales Tax Funding.

CITY OF MARION BACKGROUND

- 1.5 Marion is one of the Midwest’s fastest growing cities. Located just minutes north of Cedar Rapids; Marion prides itself on being the best place in Iowa to raise a family and grow a business. The city was established in 1839 and is in Linn County, Iowa. Today 40,000+ people call Marion home. The city operates under the council/manager form of government and has done so since 1964. The City Council consists of seven members, including the Mayor.

Marion’s City Council meets in work session on the 1st and 3rd Tuesday of the month. The regular session is held on Thursday following the Tuesday work session.

CONTACT INFORMATION

- 1.6 The Proposer’s principal contact with the City as related to this RFP will be Jacob Hahn, PE, Deputy City Engineer.

Contact information:

City of Marion – Public Works Department

Attn: Jacob Hahn, PE

202 44th St, Marion, IA 52302

319-743-6340

Email jhahn@cityofmarion.org for the City RFP contact



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SECTION 2.0 - SCHEDULE OF ACTIVITIES

Date of Issuance:	September 19, 2025
Deadline for Questions:	October 7, 2025 @ 12:00 PM CST
Submission Deadline:	October 14, 2025 – 3:00 PM CST
Potential date for Pre-Proposal Meeting:	October 2, 2025 – 10:00 AM CST
Target Date for Recommendation to City Manager/Council, if applicable:	October 28, 2025
Target Date Proposers will be Notified:	October 28, 2025
Submit Questions and Proposal to: ->->->->->	jhahn@cityofmarion.org Submit in .pdf format Subject line: “RFP – Marion Bus Stops & 15 th Street SRTS Sidewalk Project – ‘Name of the Proposer’s business’ ” OR deliver to City of Marion – Public Works Department Jacob Hahn 202 44 th St Marion, IA 52302

SECTION 3.0 – DESCRIPTION OF WORK

Projects are to be considered independent projects in terms of environmental review reporting, plan development, etc. Proposals are for one firm to complete the engineering services requested to provide efficiencies due to the smaller in nature scope of both projects.

SECTION I – Preliminary Survey / Information Collection

1. Gather and review all existing information from the City of Marion and other resources regarding the following:
 - Utility maps: location, depth, and size information
 - Existing digital mapping
 - Available GIS based information
 - Parcel easements and right-of-way plats
 - Available traffic counts and related information
 - Software compatibility and needs
 - City staff input
2. Obtain required access from property owners to perform proposed engineering services.
3. Evaluate information and confirm type, size and location of existing facilities, structures, and utilities.
4. Perform sufficient field survey to determine location, elevation, configurations, sizes or any other pertinent data of existing features within the project area in sufficient detail as necessary to prepare the construction plans.
5. Perform, as required, stakeholder meetings to gather stakeholder input and disseminate appropriate information.



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6. Establish alignment, profile, and centerline stationing through the proposed project sites.
7. Evaluate and recommend appropriate means and schedule for project development and construction. Both projects grant funding is fully available, as of Oct 1, 2025. However, additional supportive City of Marion funding will be available on July 1, 2026. It is anticipated that both projects should let no later than the spring of 2027, with the Bus Stop project letting being the priority project.
8. Conduct periodic review sessions and / or communications as required with City staff throughout the evaluation period as needed.

SECTION II – Cultural Resources Investigation

1. Perform Cultural Resources Investigation to locate, identify, and evaluate all cultural resources in the Area of Potential Effect (APE) to provide potential impact on historic properties.
2. Prepare a Cultural Resources Investigation Report.
3. Submit preliminary and approved reports to the City of Marion for review. Submit to Iowa DOT as necessary

SECTION III – Environment Evaluation Report

1. Perform an initial limited environmental evaluation.
2. Conduct information gathering regarding traffic noise, air quality, MSATs, right-of-way displacement impacts, cultural resources, threatened and endangered species, water quality, parkland impacts, floodplains, wetlands, regulated materials, and project consistency.
3. Contact appropriate agencies and stakeholders for project acknowledgement.
4. Prepare an Environment Evaluation Report.
5. Submit preliminary and approved reports to the City of Marion for review. Submit to Iowa DOT as necessary

SECTION IV – Right-of-way / Easement evaluation and document preparation

1. Evaluate and show potential right-of-way and construction easement requirements. It is anticipated that two (2) permanent easements will be required for the Marion Bus Stops, and easement needs of the 15th Street SRTS Sidewalk will be determined during design.
2. Submit acquisition plats, permanent easement exhibits, and or temporary construction easement exhibits to the City of Marion for review (as necessary). The City of Marion will obtain the necessary property and or temporary construction easements and utilize the above-described exhibit in the documentation.

SECTION V – Preliminary Plan Development, Preparation, and Submittal

1. Perform field review of the project site with City staff to identify specific project design and construction requirements.
2. Prepare preliminary construction plans for the projects including, pavement, grading, signage, and associated improvements.
3. Evaluate and identify possible utility conflicts and proposed relocations, pavement intersection reconstruction, and traffic control plan and construction staging.
4. Prepare preliminary opinions of construction costs.



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5. Investigate and prepare applications for any necessary project clearances and permits (including NPDES) as may be required.
6. Submit preliminary plans, preliminary opinion of construction costs, typical cross sections, profile, and alignment; and related documents to Iowa DOT and City of Marion for review in sufficient time to adhere to the critical path dates for the project letting.
7. Evaluate storm sewer needs and drainage patterns.
8. Existing water main will be evaluated by the City and replacement and / or re location shall be provided to be included in the construction plans (SRTS project only).
9. Assist in the organization and attend a public stakeholder meeting with the adjacent property owners & businesses and the public.

SECTION VI – Final Plan Development, Preparation, and Submittal

1. Prepare final check plans and submit for review to the Iowa DOT and City of Marion in sufficient time to adhere to critical path dates for the project letting. Both projects are to be let through the Iowa DOT and follow Iowa DOT formatting requirements.
2. Prepare final construction plans, specifications, special provisions, SWPPP, and related documents in accordance with Iowa DOT, and the City of Marion Codes and Policies.
3. Submit Final Project Construction Plans, Specifications, Project Manual and Cost Estimate the City of Marion in sufficient time to provide a letting by agreed upon time for each project.
4. Research and answer questions as well as prepare necessary addenda associated with the contract letting process.
5. Review the bids provided and make a recommendation for concurrence by the City of Marion.
6. Provide the City with an electronic copy of the field survey notes, final plans and specifications, plats, associated documents in AutoCAD format and / or PDF / Microsoft Word / Excel format.
7. Conduct regular review sessions or communications as required with City staff throughout the project design period.
8. Project administration will be provided by the City.
9. Provide construction survey as a bid item for the project.

SECTION VII – Construction & Survey Assistance

1. Review shop drawings for the bus stops.
2. Assist in answering contractors' questions during the bidding and construction phases.
3. Attend the preconstruction meetings.
4. Provide horizontal and vertical field survey control in sufficient quantity as necessary to complete the projects.
5. Attend post project closeout meeting to go over the projects.

SECTION 4.0 - TERM OF CONTRACT

Contract will terminate upon project acceptance of both projects at City Council.



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SECTION 5.0 – PROPOSAL INFORMATION

- 5.1 Proposers should completely read the requirements and description of this proposal found in Section 3.0.

The City's process is designed to identify the qualifications and consulting proposals best aligned to meet the City's objectives and to enable City staff to make a clear recommendation for a consultant to the City Manager and City Council, if applicable.

- Pre-Proposal Meeting – A pre-proposal meeting is scheduled for 10:00 AM, October 2nd. This meeting will be conducted in a hybrid format, offering the option to attend either in person or virtually. The location of the meeting will be at City Hall, Room 202. Proposers who wish to attend virtually must contact City staff prior to the meeting to receive the virtual meeting link. During the meeting, City staff will provide an overview of the project and respond to questions from proposers. All questions and corresponding answers will be documented and shared with all proposers via an Addendum.
- Request for Proposals (RFP) – the prospective provider is required to respond in writing using **Section 5.9 Format of Response**. All proposal information should be contained in the material submitted. The answers will be reviewed by City staff.

Please ensure the proposal includes contact information for the person who will be representing the service provider through the process and who has the authority to bind the provider.

5.2 **Addenda**

Addenda are any graphic or written instruments issued by the City of Marion prior to the date for receipt of proposals, which modify or interpret this document by additions, deletions, clarifications, or corrections. The City of Marion will try to email all known to have received documents the addenda however it is the proposer's responsibility to refer to the City of Marion website for the addenda. No addenda will be issued later than October 8, 2025, except an addendum postponing or withdrawing the request for qualifications.

5.3 **Exceptions**

Exceptions to any part of the requirements stated in this request must be clearly identified as exceptions in the submitted proposal under the "Exceptions" section.

5.4 **Withdrawals**

All requests to withdraw or resubmit a proposal must be made in writing to the City of Marion any time prior to the deadline for submittal.

5.5 **Proposal Clarification Questions**

After reviewing all proposals received in response to this RFP, the City of Marion may develop a list of clarification questions to be addressed by the proposer. The City will email/send these



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questions to the proposer for clarification. The proposer shall provide a response to the City within five (5) working days following receipt of the inquiry.

5.6 Evaluation Criteria & Committee

This RFP is not meant to favor any proposer. Instead, it is designed to meet the needs of the City of Marion. The City will weigh the proposals based on the following criteria. Award will not be made solely on the basis of lowest price. The rankings will not be shared.

Criteria	Possible Points	Points Awarded
Grasp of Proposal Requirements Firm's analysis, level of interest, and conciseness of response.	10	
Design Approach/Methodology/Project Approach Technical alternatives, creativity, problem-solving ability.	20	
Project Design Team Qualifications & experience of project manager, other key personnel.	15	
Past Experience List of past projects, familiarity with similar type of scope.	15	
Responsiveness Compatibility between design professional and owner, general attitude and ability to communicate.	10	
Geographic Considerations/Public Relations Familiarity and ability to relate to locale and local government, regulatory agencies, and adjacent property owners	10	
Project Management Competing workload of key personnel, efforts and approach to achieve a reasonable letting	10	
Project Schedule Achievable/reasonable project schedule	10	
Overall Score	100	



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The selection committee is comprised of, but not limited to:

- Darin Andresen, Deputy City Engineer
- Greg Annis, Project Manager
- Taylor Chittick, Project Engineer
- Brent Neighbor, Deputy Parks Director
- Tom Jordan, Traffic & Roadway Lighting Manager

5.7 **Acceptance**

The City reserves the right to accept or reject any or all proposals and waive formalities or irregularities in the process. A proposal, once submitted, shall be deemed final and binding on the Proposer, and shall constitute an option with the City of Marion to enter into contract upon the terms set forth in the proposal. All proposals must be valid for 90 days from proposal due date.

5.8 **Proposal Award**

Unless otherwise indicated in the specification for a proposal, the City of Marion reserves the right to award the proposal in whole or in part, by item or by group of items, where such action serves the best interests of the City. The award will be made as will best promote the City's interest, taking into consideration the qualifications of the proposer; the responsiveness of the proposal in meeting the requirements and specifications; the quality of the materials, equipment, or services to be furnished and their conformity to the specifications; contractual requirements and any additional specific criteria for evaluation included in the RFP. Post-proposal meetings will not be held.

5.9 **Format of Response**

To facilitate the review process, all proposals are limited to a maximum of (20) pages (excluding the forms in the RFP) using at least 10-point font. Any proposals exceeding 20 pages will be declared unresponsive. Covers and dividers do not count as pages. Efforts for conciseness will be well received and carefully considered. The objective is to provide the City with an adequate understanding of your abilities and the extent of services the proposer provides.

Supplemental information (i.e. brochures, sample documents) either requested by the City or considered by the proposer to be appropriate may be included at the end of the RFP (these items will not count towards the page limit). When submitting supplemental information, clearly identify what item number the supplemental information addresses. Although supplemental information may be submitted, the reviewers will focus primarily on written answers.

Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following items and be organized in the manner specified on the following pages.

5.9.1 **Signed Introductory Letter** will include a statement that the proposer "Agrees to all the



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requirements and conditions stated in the Request for Proposals documents” and will be signed by an officer of the proposer with the authority to enter into an agreement with the City.

- 5.9.2 **Description of Work** Expectations in Section 3.0 – Description of Work should be addressed.
- 5.9.3 **Summary of Proposer Qualifications** will include a discussion of relevant similar customers with an emphasis on governmental agencies located within the Marion Metro area and the State of Iowa.
- 5.9.4 **Summary of Team Qualifications** will include the proposed teams for implementation and for ongoing servicing of the City’s program. Key details in staff biographies should include relevant experience and qualifications of the team member in addition to identifying their role within the organization and their role as it relates to this project.
- 5.9.5 **References (Form A)**
To be a qualified proposer, the proposer must include three (3) references with similar services provided in your proposal response. Preference will be given to proposers with references for organizations like the City of Marion. References will be contacted. Please verify information before submitting.
- 5.9.6 **True/False Requirement Checklist (Form B)**
Completed mandatory requirement checklist. Proposer must reply to all questions with an appropriate response indicating (“T” – True) or (“F” – False) to the questions noted.
- 5.9.7 **Exceptions (Form C)**
The proposer shall list any exceptions taken with items or terms required in this proposal.
- 5.9.8 **Cost Proposal (Form D)**
Services are expected to be on an hourly rate basis with a total amount not to exceed. Proposal should include a total cost.
- 5.9.9 **Proposer Acknowledgement and Acceptance (Form E)**
The proposer is required to acknowledge and accept the terms, conditions, addenda, and specifications outlined in this Request for Proposal (RFP) and the Professional Service Agreement.



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APPENDIX A – BUS STOP ADDITIONS SCOPE AND LOCATIONS FOR BOTH PROJECTS

- Each location will have a 20'x8' concrete pad with associated sidewalk/trail replacement to match into the pad for the shelter.
- Shelters shall be a Duo-Gard 510W-BV
- No WIFI, lights, or power will be run to the shelters
- A trash receptacle is to be placed at each location.
- See one drive link for additional information
 - [Bus Stops & SRTS Supporting Info](#)
 - Bus Stop Award Letter
 - SRTS Award Letter
 - Bus Stop Location Map
 - SRTS Location Map



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FORM A - REFERENCES

To be a qualified proposer, the proposer must include three (3) references with similar services provided in your proposal response. Preference will be given to organizations like the City of Marion. References will be contacted. Please verify information before submitting.

Reference 1

Organization Name:	
Address:	
Type of Business:	
Contact Person:	
Contact e-mail:	
Telephone Number:	
Date of Service Period:	
Description of Service:	

Reference 2

Organization Name:	
Address:	
Type of Business:	
Contact Person:	
Contact e-mail:	
Telephone Number:	
Date of Service Period:	
Description of Service:	

Reference 3



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Organization Name:	
Address:	
Type of Business:	
Contact Person:	
Contact e-mail:	
Telephone Number:	
Date of Service Period:	
Description of Service:	



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FORM B – TRUE/FALSE REQUIREMENT CHECKLIST

Mandatory Requirements listed in this section will be evaluated on a pass/fail basis.

Proposer must reply to all questions outlined with an appropriate response indicating (“T” – True statement) or (“F” - False) .

Questions	T	F
The Proposer will furnish a current dated W9 and contact information to the City before services begin.		
The Proposer will accept Net 45 invoice terms.		
Upon execution of the contract, the service provider will provide a certificate of insurance.		
The Proposer can comply with the insurance requirements outlined in this RFP or will submit requested changes along with an explanation for said request.		
Provide clarification if needed for any of the above responses:		

Attach additional pages if needed. Please restate the question you are responding to.



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FORM C – EXCEPTIONS

The proposer should list any exceptions taken with items or terms required in this proposal. Attach additional pages if necessary.



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FORM E - PROPOSER ACKNOWLEDGEMENT AND ACCEPTANCE

By signing below, the undersigned, hereinafter referred to as “proposer” and/or “service provider”, certifies that they have read, understand, and agree to all terms, conditions, and specifications outlined in this Request for Proposal (RFP) and the Professional Service Agreement. The proposer further certifies that all information provided in this submission is accurate and complete, and that they are authorized to submit this proposal on behalf of the company.

The proposer acknowledges that submission of this proposal constitutes a firm and binding offer to provide the services as specified, at the prices stated, and in accordance with all requirements set forth in the RFP and the Professional Service Agreement. The proposer further understands that failure to comply with the requirements of this RFP may result in disqualification.

Is your company currently debarred, suspended, or otherwise prohibited from conducting business in the State of Iowa? (**required checkbox**): ☐Yes ☐No

Safety Record:

Has your company received an OSHA violation in the past five (5) years? (**required checkbox**)
☐Yes ☐No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

Addenda Acknowledgment

By submitting this proposal, the proposer acknowledges receipt and review of all addenda issued, if any, and confirms that the contents have been considered in the preparation of this response. It is the proposer’s responsibility to ensure they have received and reviewed all applicable addenda prior to submission. (**required checkbox**) ☐Yes ☐No

Company Information:

Authorized Representative: _____

Signature: _____

Title: _____

Phone: _____ Email: _____

Date: _____

Personnel:

Name and title of person overseeing the City account: _____

Office Phone: _____ Mobile: _____ Email: _____



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STANDARD TERMS AND CONDITIONS

Federal or State Funding

If the project involves Federal or State funding, additional compliance requirements may apply in accordance with applicable government regulations.

Additions/Deletions of Service

The City reserves the right to add and/or delete services during the term of the Contract. Should a service requirement be deleted, payment to the service provider will be reduced proportionately, in accordance with the proposed price to the amount of service reduced. Should additional services be required from this Contract, prices for such additions will be negotiated between the service provider and the City.

Incurring Costs

The City is not liable for any costs incurred in replying to this solicitation or any travel expenses if invited to a pre-proposal meeting.

Contract Negotiations

The City reserves the right to negotiate contract terms after the successful proposer is selected. Selection will be based on the proposal, therefore, proposals must be complete.

Hold Harmless

The firm shall defend, indemnify and hold harmless the City, its officials, employees, agents, service providers, and assigns from any and all claims, demands, causes of action, liability, loss, damage, or injury, both to person and property, arising out of, related to, or connected with arising from the service provider's operations under this contract, whether such operations be by the service provider or by any subcontractor or by anyone directly or indirectly employed by the firm or a subcontractor. This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to the City, its officials, employees, agents, service providers, and assigns. The service provider shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its option, defend or settle such claim, demand, or action. The service provider shall have no right of coverage under any existing or future City insurance policies.

The Hold Harmless and Indemnification Agreement will be effective upon execution and of indefinite duration unless otherwise terminated by the City, at the City's sole discretion. The terms of this Agreement shall be binding upon firm's successors and assigns.

Contract Documents

The proposer's response to this RFP, response to questions and written addenda will become part of the contractual documents upon signing of contract documents. The order of precedence shall be signed contract, response to follow-up questions, response to addenda and response to the RFP. The most recently dated response to an item will supersede other items referencing the same topic.



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Confidentiality Of Information

Throughout the evaluation process, the submitted proposals will be held confidential if so requested by the Proposer. Throughout the evaluation process, the information therein will not be made available to any other party, unless required by law. No debriefings or scoresheets will be released before final recommendation.

After the award, the content of the selected proposal will be considered public information. Any submitted information that is considered a trade secret, rendered confidential via a non-disclosure agreement with the City, or is otherwise confidential, must be so labeled. The City will not disclose material so labeled, unless required by law. In any event, the City will notify the proposer when any such information is disclosed.

All proposal material supplied, including supporting material and information disclosed during the proposal evaluation process, will become the property of the City, and will be retained for internal use. The City reserves the right to retain all proposals submitted and to use an idea in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the proposer selected.

Non-Discrimination

The service provider contractually agrees to administer all functions pursuant to this Agreement without discrimination because of age, color, creed, disability, familial status, gender identity, lawful source of income, marital status, national origin, race, religion, or sex or sexual orientation. Further, the service provider agrees to comply with all applicable provisions in the Federal Americans with Disabilities Act and Civil Rights Act of 1964.

Insurance Requirements

The following insurance requirements are the standard requirements for contracting with the City of Marion. There may be situations or circumstances where a deviation from these requirements is necessary or beneficial. The service provider should note any requested changes to the insurance requirements and state the reasons for said request.

Please issue a certificate of insurance to the City of Marion reflecting at least the following minimum insurance requirements:

GENERAL LIABILITY:

Each Occurrence \$1,000,000
Personal and Advertising Injury \$1,000,000
General Aggregate \$2,000,000
Contractual Liability
Coverage for operations by independent service providers

AUTOMOBILE LIABILITY:

Combined Single Limit \$1,000,000



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Hired, Owned, and Non-Owned
Liability Contractual Liability

UMBRELLA/EXCESS LIABILITY

Limit: \$1,000,000

WORKERS COMPENSATION:

State Statutory Limits: \$500,000/\$500,000/\$500,000

Waiver of Subrogation in favor of the City of Marion

Additional coverage considerations may be warranted depending on the type/scope of contracted work.

List Certificate Holder Information As:

City of Marion
1225 6th Avenue; Suite 170
Marion, IA 52302

The certificate of insurance should be provided each year upon renewal.

In addition, please name the City of Marion as an additional insured, on a primary and non-contributory basis including a waiver of subrogation in favor of the City of Marion. Our business partners shall defend, indemnify and hold the City of Marion its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of the relationship but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the business partner, its officers, agents or employees.

Taxes

The City of Marion is exempt from sales tax and certain other use taxes. Any charges for taxes will not be included on the invoices before payment is made. The Marion Tax ID number is 42-6004932.

Payment Terms

Payment terms for services authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice and after services are provided, inspected, and accepted and all required documentation and reports are received in a format acceptable to the City.

Proposer must provide contact information in the form of the City vendor registration form and W9 upon award of the contract to purchasing@cityofmarion.org.

Withholding Payment

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

- a) Work that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the service provider.
- b) Damage for which service provider is liable under the Contract.



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- c) Valid lines or claims of lien.
- d) Valid claims of Subcontractors or other people.
- e) Delay in the progress or completion of the work.
- f) Inability of service provider to complete the work.
- g) Failure of service provider to properly complete or document any pay request or invoice.
- h) Any other failure of service provider to perform any of its obligations under the Contract; or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in the Contract.

Service Provider's Employees

Any person making deliveries to or working on City property must be identified by uniform, proper identification or a marked vehicle. The service provider shall only furnish employees who are qualified, proficient and certified or licensed for work under the Contract including proper tools, test instruments and safety equipment.

If, in the opinion of the City, an employee of the service provider is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under the Contract.

Safety

Service provider will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, equipment and furnishings shall be protected by the service provider from damage, which might be done or caused by work performed under the Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the service provider. The service provider should erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. Service provider certifies that all items or services delivered herein comply with all ANSI Standards and with the Federal Occupational Safety and Health Act of 1970, as applicable.

Service provider should exercise the utmost care when working on City property. The service provider shall be responsible for and indemnify and hold the City harmless from all damage to the facility that may occur during this project. Any damage that may occur shall be reported to the City immediately. The City may direct the service provider to undertake immediate and reasonable steps to repair and remediate any damage. The service provider shall maintain a written log describing all property damage reports, and the service provider's activities to repair and remediate. This log shall include the dates for each damage report, pictures, contact information and resolution. If property damaged by the service provider is not repaired or remediated in a timely basis as directed by the City, and to the satisfaction of the City, the City may, at its option, have the damage repaired at the service provider's expense to be reimbursed to the City.

OSHA Inspections/Citations



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP)

Marion Bus Stops TAP-U-PA23()-8I-57

15th Street SRTS Sidewalk TAP-U-4775()-8I-57

Service provider shall notify the Project Manager or designee of any OSHA recordable illness or injuries sustained by the service provider's employees on the City's property and of any OSHA inspections or citations issued related to work conducted on the City's property.

Other Potential Safety Hazards

Service provider shall abide by the requirements of any sign posted in a building that requires the use of specific personal protective equipment that restricts access to qualified or authorized people only, or that establishes other requirements for entry.

Tools and Equipment

The service provider shall be equipped with the normal tools of their trade and shall furnish all labor, tools and all other items necessary for and incidental to executing and completing all required work. Service provider should provide all required tools, equipment, consumable products and testing instruments needed for the job.

Waste Disposal - Clean-Up

Removal and off-site disposal of waste will be the responsibility of the service provider. Debris and trash shall be removed at the end of each day's work. Upon completion, the work area shall be left clean of debris and trash associated with the work. There shall be no additional charges to the City for removal and/or disposal of materials. All defective materials shall be removed in accordance with all applicable rules, regulations, codes, law, ordinances, statutes, etc.

Subcontracts - Assignments

No part of this project will be subcontracted or assigned without prior written consent of the City, excluding any emergency work. Any Subcontractor or assignee must meet the same qualifications in their field as the prime service provider. Service provider shall be responsible for any payments to Subcontractors. Subcontractors must meet all requirements as specified in this contract (i.e. training, safety, insurance, etc.).

Police Department - Service Provider Security

All service providers and their employees that will be doing work on-site at the Marion Police Department (MPD) facility will be required to adhere to the security procedures of the Police Department in accordance with national standards.

Warranties- Work

The service provider shall perform work for the City pertaining to the Project as set forth in the Contract. Service provider represents that the work and all its components shall be free of defects; shall be performed in a manner consistent with other service providers in a similar industry and application; and shall conform to the requirements of the Contract.

Service provider shall be responsible for the quality, technical accuracy, completeness, and coordination of all work performed under the Contract. Service provider shall, promptly and without charge, provide all corrective work necessary because of service provider's acts, errors, or omissions with respect to the quality and accuracy of the work.



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) Marion Bus Stops TAP-U-PA23()-8I-57 15th Street SRTS Sidewalk TAP-U-4775()-8I-57

Service provider shall be responsible for all damages to property or persons as a result of service provider's acts, errors, or omissions, and for any losses or costs to repair or remedy any work undertaken by City based upon the work as a result of any such acts, errors, or omissions. Service provider's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or service provider.

Warranties - Intellectual Property

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

Contract Duration And Price Changes

At no point will pricing for professional services be allowed to rise above stated contract. Additional professional services may be added during this time for an additional cost if mutually agreed upon.

PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered this _____ day of _____, by and between the **CITY OF MARION**, a municipal corporation of the State of Iowa, hereinafter referred to as "City," and _____ hereinafter referred to as "Service Provider" for services hereinafter described. Together the City and the Service Provider shall collectively be referred to as "the parties" or singularly as "party"

WHEREAS, the City is in need of _____ hereinafter referred to as "Services"; and

WHEREAS, the City solicited proposals for said Services; and

WHEREAS, the Service Provider was determined by the City Council to be the best suited to meet the City's needs for the Services.

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Duties of the Service Provider: The Service Provider agrees to perform all those duties set forth in the Scope of Work attached as "Exhibit A"
2. Duties of the City: The City agrees to perform the following duties:
 - a. Make payments in accordance with the other provisions of this Agreement.
3. Fees, Billing, and Payment:
 - a. Fees shall be charged in accordance with the Schedule of Fees attached as "Exhibit B."
 - b. The total amount of fees shall not exceed \$_____.
 - c. The Service Provider shall submit regular invoices to the City for work performed pursuant to the terms of this Agreement.
 - d. Payment will be made by the City within forty-five (45) days of receipt of an accurate invoice, approved by the City's contact person or his/her designee.

4. Indemnification and Hold Harmless: The Service Provider agrees to indemnify and hold harmless the City and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising out of negligent or intentional act or error or omission of the Service Provider, its agents, servants or employees in the performance of services under this agreement, whether direct or indirect, except that Service Provider shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the City or any of its officers, agents or employees.

The execution of the agreement by Service Provider shall obligate Service Provider to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth below.

5. Insurance: The required coverage limits are:

GENERAL LIABILITY:

Each Occurrence \$1,000,000

Personal and Advertising Injury

\$1,000,000 General Aggregate

\$2,000,000

Contractual Liability

Coverage for operations by independent service providers

AUTOMOBILE LIABILITY:

Combined Single Limit \$1,000,000

Hired, Owned, and Non-Owned

Liability Contractual Liability

UMBRELLA/EXCESS LIABILITY

Limit: \$1,000,000

WORKERS COMPENSATION:

State Statutory Limits:

\$500,000/\$500,000/\$500,000

Waiver of Subrogation in favor of the City
of Marion

6. The contact person for each party shall be:
 - a. For the City:

b. For the Service Provider:

7. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term as described herein.
8. Non-Discrimination: The service provider contractually agrees to administer all functions pursuant to this Agreement without discrimination because of age, color, creed, disability, familial status, gender identity, lawful source of income, marital status, national origin, race, religion, or sex or sexual orientation. Further, the service provider agrees to comply with all applicable provisions in the Federal Americans with Disabilities Act and Civil Rights Act of 1964.
9. Governing Law and Jurisdiction: The parties agree that this Agreement is governed by the laws of the State of Iowa, and the 6th Judicial District in the State of Iowa shall have exclusive jurisdiction over any claim or claims arising out of or related to this Agreement.
10. Amendment: This Agreement may be amended in writing by mutual agreement of the City and the Service Provider.
11. Severability: The parties intend and agree that if any provision of this Agreement or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.
12. Assignment: This Agreement shall not be assigned without the prior written consent of the parties.
13. Entire Agreement: This Agreement along with the terms and conditions set forth in the solicitation document incorporated by reference herein and attached as Exhibit _____ shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Agreement
14. Term: This Contract, unless amended as provided herein, shall be in effect until _____.
15. Waiver: Waiver of any provision of this agreement shall neither be deemed a waiver of future compliance therewith and such provision shall remain in full force

and effect, nor shall any waiver be deemed to constitute a waiver of any other provision, whether or not similar.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands on the day and year first written above.

"CITY":

CITY OF MARION

By: _____
Mayor

Attest: _____
Rachel Bolender, City Clerk

"SERVICE PROVIDER":

By: _____
Name: _____
Title: _____