



East Central Intergovernmental Association

REQUEST FOR PROPOSAL

PASSENGER RAIL FEASIBILITY STUDY

Issue Date: 11/16/2020
Closing Date: 12/18/2020
Closing Time: 12:00 p.m. CST

Contact:
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Director of Transportation
ECIA

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RECEIPT OF PROPOSAL ACKNOWLEDGEMENT

- If you are considering a response to this RFP, please mark the box to the left, fill in the information below and return this sheet as a confirmation that you received this RFP.

NO RESPONSE REPLY

- If you do not want to respond to this RFP at this time, please mark the box to the left, fill in the information below and return this sheet only.

COMPANY NAME:

DATE:

MAILING ADDRESS:

CITY/STATE:

ZIP CODE:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE OF AUTHORIZED REPRESENTATIVE:

EMAIL:

PHONE:

RFP ORGANIZATION

Passenger Rail Feasibility Study
East Central Intergovernmental Association

11/16/2020

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Consultant Professional Services
Request for Proposal

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1. INTRODUCTION

The East Central Intergovernmental Association (ECIA) hereinafter referred to as the *Project Team*, is contacting qualified consulting firms or project teams, hereinafter referred to as the *Consultant*, to complete a Passenger Rail Feasibility Study (Plan) that enhances to develop new regional passenger rail service to help to meet future travel demands in the Midwest generally and improve connectivity between Illinois and Iowa particularly.

It is anticipated that the timeframe for the project will be approximately 14 months following the signing of a professional services agreement. The selected consultant will be expected to complete the contracted scope of work within the specified timeframe, under the general direction and coordination of the Project Team (Project Manager) as authorized by the Project Team.

ECIA is an intergovernmental association created under Iowa law and, as such, is a unit of government under Iowa law subject to federal and state laws and regulations. These laws and regulations concern a variety of matters relevant to this project, including but not limited to; open records and open meetings, competitive bidding processes and requirements, contracting, and tort and other immunities. ECIA has not made a direct effort to incorporate Illinois-specific laws and regulations in this request for proposal. If Illinois Department of Transportation (ILDOT) or a court or agency of competent jurisdiction later determines that ECIA is a unit of government under Illinois law, however, ECIA reserves the right to delete or modify any term of this request for proposal or change any process required by this request for proposal to comply with the requirements of Illinois law.

2. COMMUNITY & PROJECT BACKGROUND

This Plan will focus on the Dubuque County in Iowa, Jo Daviess, Stephenson, and Winnebago Counties in Illinois.

Figure 1 below provides the study area.

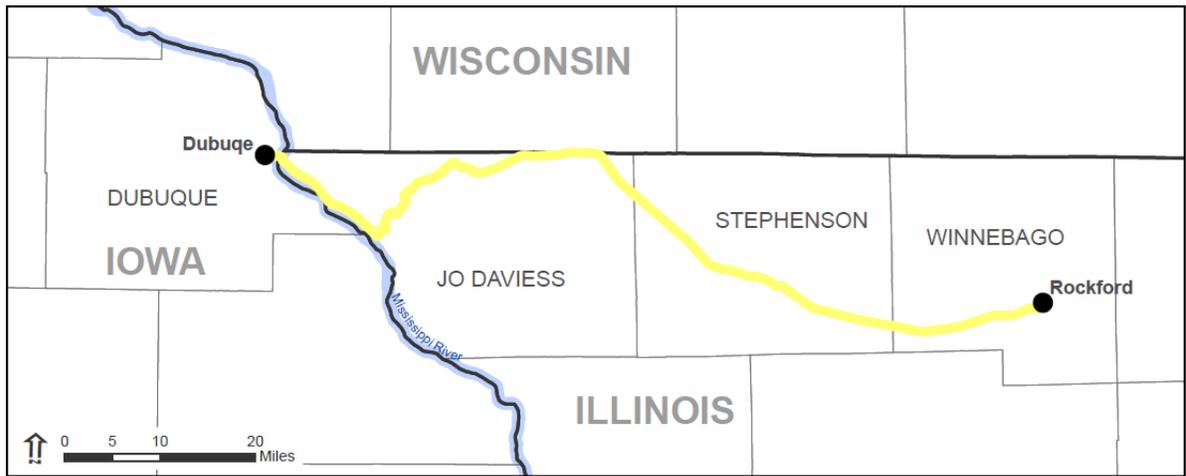


Figure 1. Study Area Map

Illinois and Iowa developed the requirements for the Program through comprehensive assessment of their values, goals, and resources. The States have each undergone numerous alterations in the last 25 years, some of which include: growing urbanization; demographic shifts; changes in traditional employment sectors; a surge in personal travel; an expanded global economy; increasing construction, maintenance, and fuel costs; and climate change awareness. The states recognize their need to take steps to promote sustainability and community; make communities more livable; gain energy independence; reduce greenhouse gas emissions; and remain robust and competitive in national and international spheres.

An efficient, fluid, and well-maintained transportation system is critical to the economic success and long-term sustainability of both states. Existing transportation infrastructure in Chicago, Illinois, western Illinois, and eastern Iowa is becoming more constrained, and it will not hold pace with growing, long-term demand. Capacity at Chicago’s two major airports – O’Hare and Midway – is compromised by the frequent arrival and departure of regional services.

Initiation of a competitive and comprehensive passenger rail service between Chicago and Dubuque has been identified as a way to meet the broad needs of the traveling public by providing a safe and cost-effective alternative that will ease the demand placed upon other transportation modes. Such a network will generate opportunities in communities and the business, education, and tourism sectors; offer travelers a viable and desirable alternative to traditional highway and commercial air modes; connect with existing public transportation systems in large metropolitan areas; provide access to natural and cultural resources; preserve capacity and expansion potential for freight railroads; and create construction jobs and permanent economic expansion.

The recent approval from Illinois to start a Phase I study between Chicago to Rockford has triggered a question to see if the project needs to be extended to Dubuque. A detailed feasibility with real costs became a key factor in making this decision. One of the key factors for route extensions are the destinations on this route. The City of Galena is a significant destination city for tourism, especially during the summer and fall. At Dubuque, there is an aggressive downtown property and riverfront development along the Mississippi River that is attracting

lots of tourism. Having the route to Dubuque will also provide a potential to open service into the State Iowa and help to extend route beyond Dubuque.

Illinois and Iowa have long demonstrated an established, effective, open, and transparent public involvement process concerning transportation improvements. The states have partnered in the Chicago – Iowa City High Speed Intercity Passenger Rail Program (which is strongly endorsed by the Governors and Legislatures of Illinois and Iowa and has been listed in State Transportation Plans and State Railroad System Plans) to develop a cohesive strategy to implement passenger rail logically and carefully. The process to restore passenger rail service in the corridor began with designation of Chicago as the hub of a high-speed rail network for the Midwest in 1992 and the states’ participation in the MWRRI in 1996, and continued with Amtrak feasibility studies, which were completed for the Chicago-Dubuque segments in 2009. All efforts to reinstate the service will take into account the requirements of all stakeholders in the corridor, including citizens; elected officials; community, labor, and business leaders; civic and economic-development organizations; Federal, state, and local regulatory agencies; Amtrak (designated passenger service operator); and the freight railroads hosting passenger rail service.

3. PROJECT OBJECTIVES

The purpose and need of the Rockford – Dubuque High Speed Intercity Passenger Rail Program, which is in concert with the Midwest Regional Rail Initiative, is to develop new regional passenger rail service to help meet future travel demands in the Midwest generally and improve connectivity between Illinois and Iowa particularly by connecting to Chicago to Rockford service. The Program would create a competitive rail transportation alternative and would meet needs for more efficient travel between Chicago and Dubuque by:

- Providing improved reliability and convenience for rail passengers
- Reducing travel times
- Increasing safety through improved signaling and infrastructure
- Providing a much-needed travel alternative in a critically important economic region of the country
- Reducing highway congestion and reducing highway and air emissions as travelers choose rail
- Contributing to economic growth and strengthening manufacturing, service, and tourism in Illinois and Iowa
- Improving access between communities in Illinois and Iowa, especially for segments of the population that have proportionately lower automobile ownership and access to air travel, including the students, the elderly, low-income families, and tourists
- Serving as the impetus for significant public/private development opportunities near stations
- Promoting connectivity with other transportation modes, including municipal transit agencies, other intercity and long-distance Amtrak rail services, intercity bus services, and major airports

The purpose of the Program is to re-establish passenger rail services from Chicago to Dubuque. The proposed Rockford to Dubuque service would be a component of the Chicago –Dubuque corridor, which is one part of the vision established by the MWRRI to expand existing and

develop new regional passenger rail service to meet existing and future travel demands in the Midwest. This project will expand and create a rail transportation alternative to supplant private automobile, bus, and air travel between Chicago and Dubuque, and intermediate points, and to create new transportation opportunities and capability for people who cannot meet their transportation needs with private automobile, bus, and air modes.

4. PROJECT SCOPE OF SERVICES

4.1. Analyze Alternative Routes:

- Detailed assessment and comparison of passenger rail service on several different corridors.
- For each alternative evaluate service speeds and frequencies, ridership levels, travel times, capital investment costs for equipment and track, operating costs, signal, and communication requirements (i.e. PTC), estimated revenues and benefit/cost analysis.
- The alternatives should be comparable to travel time associated with an automobile
- Contrast the environmental and climate impacts associated with updating/constructing each alternative route

4.2. Passenger Rail Station Development Planning and Design Activities:

- Include platform, parking, fare-box equipment, etc.
- Estimate costs associated with constructing the minimal station elements required at potential station locations.
- Estimate costs associated with constructing full-service stations at potential station locations.
- Documentation of existing conditions through site visits.
- Determination of space needs based on ridership projections and Amtrak and railroad requirements.
- Development of conceptual site plans.
- Preparation of initial cost estimates.
- Conduct environmental and climate impacts associated with updating/constructing stations

4.3. Passenger Rail Layover Facilities:

- Determination of space needs based on Amtrak and railroad requirements.
- Costs associated with constructing required layover facility elements at potential locations.
- Documentation of existing conditions through site visits.
- Development of conceptual site plans.
- Preparation of initial cost estimates.
- Conduct environmental and climate impacts associated with updating/constructing Layover Facilities.

4.4. Develop and update passenger rail forecasts:

- Creation of traffic analysis zones.

- Detailed assessment of current and future corridor and city population levels.
- Calculation of distances and travel times between communities.
- Location and magnitude of special traffic generators.
- Establish community-based person trip tables.
- Modal split determination for passenger travel between city pairs.
- Analyses of basic socio-economic factors.
- Results will be used for future passenger rail ridership projections on various routes.

4.5. Identify and Update Basic Capital Investment Needs for Various Passenger Rail Corridors:

- Determination and cost estimates concerning the number of required trainsets.
- Need for new or refurbished cars.
- Number and size of coach cars.
- Type of food service cars.
- Horsepower and type of locomotives.
- Conceptual engineering required to determine order-of-magnitude cost estimates for infrastructure improvements necessary to accommodate passenger rail service on the proposed corridors, such as rail (track), structures, grade crossings, etc.
- Positive train control systems.
- Signalization requirements.
- Calculation of energy, fuel efficiency and air emission savings.

4.6. Analyze Ongoing Maintenance Cost:

- Includes stations, track and signal, capital equipment, layover facilities, subsidy etc.
- Identify funding mechanisms for long-term maintenance

4.7. Economic Development and Safety Analysis:

- Conduct before and after implementation of the project.
- Using historical data of employment, summarize the growth and changes in employment.
- Identify any new major employment centers or population/housing activity that might occur around station areas after the implementation of the passenger rail service.
- Identify opportunities for Transit Oriented Development (TOD) locations
- Identify locations for potential private sector investments
- Conduct an economic impact analysis of these improvements

4.8. Prepare for Grant Applications

- Develop summary material, benefit/cost analysis, budget, analysis etc. that may be required to apply for grants.
- Identify potential environmental documentation (i.e. National Environmental Policy Act) and analysis required for future implementation stages.
- Better Utilizing Investments to Leverage Development (BUILD) grant.
- Federal Railroad Administration (FRA) grants.
- Other federal and State of Illinois grants.

5. DISADVANTAGE BUSINEES ENTREPRISE

ECIA has determined to set the DBE goal at 5%. It is the policy of ECIA that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or in part with federal-aid highway funds. Most of the work under this contract is expected to involve federal-aid highway funds. Consultants will be expected to demonstrate a good faith effort to meet this goal, and the selection process will include an evaluation of that effort. A list of certified DBE firms may be found on Iowa DOT's and Illinois DOT's web sites at:

Iowa: <https://secure.iowadot.gov/DBE/Home/Index/>

6. PROJECT MANAGEMENT & ACCOUNTING

The Consultant shall identify one person to serve as their Project Manager (PM) for this project. The PM shall be the leader of this effort and is expected to ensure that the project scope, schedule, and Total Project Cost (TPC) budget are being monitored and adhered to at all times during the study. One of the PM's prime responsibilities is to track and facilitate solutions for any issues that may arise during the study. Additionally, the PM shall serve as the primary point of contact for all exchange of information between ECIA and the Consultant.

The PM shall maintain an updated Work Breakdown Structure (WBS)/task outline for the duration of the study. The WBS shall contain line items for all major deliverable components of the project and any significant subcomponents along with the budgeted amount of fee associated with each task listed. Project Management shall be listed as a separate task on the WBS. The PM shall track on the WBS the amount of work accomplished on each task that is listed.

The PM shall maintain an updated project schedule for the duration of the design phases based on the tasks listed in the WBS.

The PM shall maintain an updated Total Project Cost (TPC) budget for the duration of the project. The TPC budget shall be completed using the best available information at the time of each periodic submittal to provide an estimated total cost for all components of the project. The budget shall include costs for conducting study plus all other direct costs and reimbursable expenses for the Consultant and Sub-consultants.

During the study, the PM shall submit to Project Team a bulleted progress report for the project. The summary shall only contain a list of major events that have occurred since the last report submittal, along with a list of work that will be accomplished in the upcoming weeks and a list of critical items that need immediate attention.

7. PROJECT MANAGEMENT & DELIVERABLES

7.1. The following is a list of requirements that shall be provided throughout the design and implementation of the project.

- 7.2. The PM shall submit by electronic mail a copy of the WBS to Project Team on a monthly basis. The WBS shall be submitted during the first week of each month.
- 7.3. The PM shall submit an updated electronic copy of the project schedule along with the WBS. This submittal is required during the design phase.
- 7.4. The TPC budget and the WBS shall be submitted to Project Team in an electronic file format.
- 7.5. The PM shall submit a project progress update report during the first and third weeks of each month. The summary shall be submitted by electronic mail and be less than a single page in length.
- 7.6. Multiple meetings with project stakeholders will be required during the study process to gather input, communicate project progress, and coordinate with Project Team.
- 7.7. Six meetings with the study group should be included with the project. The ECIA Council will be kept informed of project's progress and findings throughout the project by ECIA staff.
- 7.8. Six focus group meetings with stakeholders must be held during the data gathering steps of the project and an additional six meetings at the end of the project to review results.
- 7.9. Critical members of the firm's project team are expected to be present at all meetings. Use of teleconference and videoconferencing is an acceptable alternative meeting format as long as the objectives of the meeting agenda can be met.
- 7.10. The Consultant shall have a formal written Quality Assurance/Quality Control (QA/QC) program in place for the full duration of the project. Upon request from Project Team and at any time throughout the project, the Consultant shall provide documentation to Project Team that verifies the QA/QC program is being actively utilized and followed.
- 7.11. The consultant work shall conform with the Supplements in Appendix E and FHWA Certifications outlined in Appendix F as this project is utilizing federal funding.

8. RESOURCES

8.1. Use of ECIA Resources for the RFP Preparation

All information requests shall be directed to the ECIA Project Manager as detailed in Section 9.0 of this request for proposal. All Consultants should note that contacting other ECIA staff, or any of the Selection Committee members shall be considered inappropriate and be grounds for disqualification.

9. INFORMATION TO BE INCLUDED IN PROPOSAL

The Proposal should address all points outlined in this Request for Proposal (RFP) excluding any cost information which should only be included in a separate sealed envelope labeled "Project Cost Estimate" following sample budget format provided in Appendix G. The

proposal should be prepared simply and economically, providing a straight-forward, concise description of the firm's capabilities to satisfy the requirements of the RFP.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

Letter of Transmittal

Provide a letter of transmittal briefly outlining the consultant's understanding of the work and the name, address, telephone number, fax number and e-mail address of the consultant's primary contact person.

Profile of Firm

Provide general information about the firm and its area of expertise as regards to this RFP, including the qualifications of the Project Manager and other key personnel who would be assigned to the project. State the size of the firm, the size of the firm's professional staff, the location of the office from which the work on this project is to be performed, and the number and nature of professional staff to be employed on a part-time basis. Indicate other information that will reflect the philosophy of the firm regarding its approach to this project and how this approach will result in the successful completion of the project.

Discuss the firm's ability to integrate this project into the firm's present workload. A statement should also be included with regard to whether the consulting team currently has the capacity to undertake the project or whether it intends to engage additional staff or team members.

Proposal Qualifications

List the names of the anticipated Project Manager and other key personnel associated with the project and their qualifications and experience. Identify the principal supervisory and management staff, including partners, managers, other supervisors and subject matter experts who would be assigned to this project. Provide as much information as possible regarding the number, qualifications, training, and any relevant continuing and professional education of the specific staff to be assigned to this project.

Project Manager, partners, management, other supervisory staff and specialists may be changed if those personnel leave the firm. These personnel may also be changed for other reasons with express written permission of the Project Team; however, in either case, the Project Team retains the right to approve or reject replacements. Other personnel may be changed at the discretion of the consultant, provided that the replacements have substantially the same or better qualifications or experience.

Describe the experience and success of the firm, as well as the key personnel proposed for this project, in performing similar projects, including experience and success in working with similar studies in regions similar to the study area.

Include at least 3 client references (including individual contacts and telephone numbers) with similar projects that have been completed in the last five (5) years. List the names of the key

personnel proposed for the Passenger Rail Feasibility Study project who worked on the referenced projects.

Describe the name and location of other sub-consulting firms that would be used by the firm in the project and the approximate percentage of the work that would be performed by each of these firms. Include the experience and qualifications of the sub-consultant firm and its key personnel in working on similar projects. Identify any minority or women-owned business enterprises.

Certificate of Insurance

The selected firm will be required to meet the insurance requirements for professional services. (See attached Insurance Schedule C.)

Scope of Services

Describe the means or strategy by which the consultant would satisfy the Scope of Services, and/or an alternative or hybrid strategy recommended by the consultant – what process and outcomes the consultant would suggest to improve the project.

Include a section which establishes a work plan for the firm's approach to the completion of the project. The work plan, at a minimum, should include those components outlined in the RFP. The consultant should indicate in the proposal those aspects that might be completed by Project Team staff or interns. All results from this project will remain the property of the Project Team.

Proposed Project Schedule

Provide a project schedule outlining the time period and estimated completion date of the proposed scope of work. This should include a schedule for and description of all deliverable products throughout the period. Products should be delivered in hardcopy and electronic formats compatible with the Project Team's computer software and hardware. It is the intent of the Project Team that the project will be completed within approximately 14 months of signing a contract.

Fees and Compensation

Provide a proposed cost-plus expenses budget for completion of the proposed scope of services with cost breakdowns by scope element. Include hourly rates of personnel to be assigned to the project. The consultant should also include in the proposal their typical schedule or reimbursable activities and associated expense.

Quotation of fees and compensation shall remain firm for a period of at least 90 days from the RFP submission deadline.

Please separate the proposed budget from the other portion of the RFP submittal. Initial screening will be done without knowing the consultant's proposed fee for services.

10. PROPOSAL QUESTIONS AND ANSWERS

If you have any questions concerning this proposal, or other technical questions, please submit your requests to the Project Team designated Project Manager. The Project Team has used

considerable efforts to ensure an accurate representation of information in this RFP. Each Proposer is urged to conduct its own investigations into the material facts provided.

Any technical questions or questions regarding this RFP shall be submitted via email to cravada@ecia.org and carbon copy sberning@ecia.org. Any questions about this RFP must be received by noon on **11/30/2020**. Questions and answers regarding this RFP will be posted with the RFP on the ECIA's website, **XXXXXXXX**

From the date of issuance of the RFP until final Project Team action, the Proposer shall not discuss the RFP with or contact any other Project Team members staff or any of the Selection Committee members except as expressly authorized by the Project Team representative identified in this section for this proposal. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Proposer's proposal.

Project Manager contact information is as follows:

Chandra Ravada	
East Central Intergovernmental Association	
7600 Commerce Park	Phone 563.556.4166
Dubuque, IA 52002	Fax: 563.556.0348
E-mail: cravada@ecia.org	

11. SUBMISSION REQUIREMENTS

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary of the requirements affecting the full performance of the contract and to verify any representations made by the Project Team upon which the Proposer will rely.

The proposal must be submitted as a single electronic PDF and be formatted to print on 8.5" x 11" pages. The proposal must be limited to 25 single-sided pages. All pages will be counted, including: proposal covers, cover letter, dividers, appendices, etc. The maximum size limit of a **proposal is 7.5 megabytes**.

The electronic proposal must be submitted via email to cravada@ecia.org and carbon copy sberning@ecia.org. An email will be sent confirming receipt of the proposal within 30 minutes or by 3:00 p.m. on the submittal deadline date, whichever is later. Proposals are due by 12:00 pm on **12/18/2020**.

Any proposal not complying with all requirements stated in the RFP may not be accepted.



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Appendix A

Consultant Evaluation and Selection Process

INITIAL EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. The Selection Committee formed by Project Team will review qualifying proposals and select Firms for placement on the Consultant short-list for the project. The following criteria are among those that will be used to initially evaluate submitted proposals.

1. A high level of professional competence and a proven track record in the preparation of freight studies:
 - a. Qualifications and experience of the firm and any sub-consultants.
 - b. Demonstration of professional and technical expertise and experience of the principal consulting staff and sub-consulting staff that will work on the project.
 - c. If a joint venture, the track records of team members' experience working together.
2. Design approach/methodology in completing scope of services:
 - a. Grasp of project requirements and level of interest.
 - b. Creativity and problem-solving ability.
 - c. Ability of consultant team to demonstrate initiative, motivation and knowledge of the region.
3. Experience working with the public in similar studies.
4. Quality of the proposal. The proposal should clearly demonstrate understanding of the Project Team's overall objectives in the preparation of the Passenger Rail Feasibility Study for the Project Team.

CONSULTANT SHORT-LIST EVALUATION CRITERIA

The Selection Committee will interview the short-listed firms. Both the original submitted proposal and the results of Consultant interview will be used to determine the recommend firm for the project. The following criteria are among those that will be used to evaluate the Consultants the short-list.

• Key Staff and Experience– 30 Points (30%)

This category refers to the quality and similarity of the consultant's previous projects to this project. In addition, technical ability and specialized expertise of the consultant's staff or sub consultants is also a factor for this category.

• Technical Qualities and Past Experience – 30 Points (30%)

This category allows the selection committee to determine if there are certain technical qualities or understanding of the project that make one consulting firm stand out over another firm. This may include but is not limited to; the detail of their work, reputation from other agencies the firm has worked with, experience working with subcontractors or subconsultants and the success of previous projects.

• Work Plan and Timeline – 5 Points (5%)

Points will be awarded in this category based on the proposed timeline and work plan to meet schedule that is presented by each of the consulting firms.

- Understanding Local Issues and Resources Available to Complete the Project – 10 Points (10%)

This category awards points based on the staff available to work on the project, other projects the company is working on, the location of a firm and the technological resources available to complete the project. Show possible examples of risk management and mitigation.

- Responsiveness – 10 Points (10%)

This category awards points based on completeness of RFP and submittals. Demonstrate abilities to address development and coordination issues quickly and efficiently with all parties. Show examples of addressing critical issues on other projects.

- Knowledge of Federal and State Regulations and Ability to Work with Lead Agencies – 10 Points (10%)

Points will be awarded for coordination abilities with lead agencies and knowledge of Federal and State regulations. This may include but is not limited to: Federal Highway Administration, Iowa Department of Transportation, State Historic Preservation Office.

- DBE Participation – 5 Points (5%)

The Selection Team will consider the Project Team’s willingness and ability to meet or exceed the established DBE involvement goal as stated in “General Requirements”.

The Project Team subcommittee shall recommend the selection of a successful consultant to the Project Team. Final determination of the selected consultant will be made by the ECIA Council.

CONSULTANT EVALUATION SCHEDULE

Solicitation for Proposal	11/16/2020
Deadline to submit questions :	11/30/2020 (12:00 PM)
Proposals Due:	12/18/2020 (12:00 PM)
Conduct Interviews if Needed:	Between January 4-6, 2021
Consultant Selection:	01/08/2021
Award Contract to Selected Consultant:	01/14/2021

SELECTED VENDOR FEE NEGOTIATION PROCESS

Upon the successful completion of Consultant interviews, the subcommittee shall recommend the selection of a Consultant to the Project Team. The Project Team will in turn make a recommendation to the ECIA Council. Final determination of the selected Consultant shall be made solely by ECIA Council. A finalized scope of work and fee structure shall be directly negotiated with the Firm that is selected by ECIA Council. After the Council grants authority to

negotiate a final scope of work and execute a contract for the project, the Consultant shall prepare and submit to the Project Team a separate Work Breakdown Structure (WBS) to reflect the Firm's approach to the project. The WBS, at a minimum, should include work tasks for each of the components outlined in the RFP, a separate line item for each deliverable, and the WBS should include project management as a separate task. Each major task/scope element of the WBS shall have a defined cost and schedule. The consultant shall indicate in the WBS the work tasks that will be completed by Project Team staff.

Once the selected consultant has prepared the WBS, the final scope of work for the project will be negotiated with the Project Team by joint revision to the WBS in order to best meet the goals of the project while considering available funding. During the negotiation process, tasks to be completed by Project Team, work reassignment to different project team members, and addition or elimination of tasks may be modified on the WBS in order to achieve the best overall results for project. The selected consultant shall be responsible for preparing and revising the final WBS. When the final scope has been determined and a fee has been negotiated and the WBS has been finalized, the consultant shall incorporate the WBS into the contract documents being prepared for signature. The Consultant shall also include in the final contract documents, the language contained in Appendix D – ECIA Contract Terms and Conditions.

If a contract satisfactory and advantageous to the Project Team can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations commenced with the Consultant ranked second, and so on until a contract can be negotiated that is acceptable to the Project Team.



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Appendix B

RFP Rules and Protest Procedure

PROTEST PROCEDURES

In general, protests will only be accepted from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The Project Manager will consider all such protests, whether submitted before or after the award of a contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

1. Name, address, and telephone number of protestor;
2. Identification of the solicitation or contract number;
3. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
4. A statement as to what relief is requested.

The written dispute shall be sent via certified mail or delivered in person to the Project Manager. All protest documents received by the Project Manager shall be stamped with date and time received and logged into a protest file folder.

Protests Before Award

Protests before award must be submitted within the times specified in the solicitation documents. If the written protest is not received by the time specified, evaluation process shall continue in the normal manner unless the Project Manager, upon investigation, finds that remedial action is desirable, in which event such action shall be taken.

Any protest addressing the adequacy of Invitation for Bids, RFPs, including, without limitation, the pre-award procedure, the Instructions to Bidders, General Terms and Conditions, Specifications and Scope of Work, must be filed with the Project Manager no later than three (3) days before the scheduled bid opening or proposal due date. Thereafter, such issues are deemed waived by all interested parties.

Protests After Award

Protests after award must be filed with the Project Manager within five (5) calendar days immediately following the award. The Project Manager shall review the protests. The contractor shall be furnished with the notice of protest and the basis, therefore. Also, when it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to The Project Team interest, the Project Manager shall inform the contractor that The ECIA will not be responsible if the award is set aside and that the contractor proceeds with performance at his/her own risk.

Decision on Protest

The Project Manager shall forward all protests to the Executive Director, with all applicable supporting documentation, who will review the reasons for the protest and will respond to each issue noted in the protest. The Executive Director will discuss his/her findings with The ECIA Boards before a final decision is made concerning the protest.

The Project Manager shall provide a final decision to the protesting Vendor/Contractor in writing within thirty (30) calendar days from the receipt of the written protest and shall provide notice of such decision to all interested parties.

Following an adverse decision by the Project Manager, the protestor may file a protest with Iowa Department of Transportation (IADOT). Federal transit Administration (FTA) Circular 4220.1F, as amended, states that IADOT will only review protests regarding the alleged failure of a grantee to have written protest procedures or alleged failure to follow such procedures.

MINOR IRREGULARITIES

The Project Team reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the Project Team. Minor irregularities are defined as those that have no adverse effect on the Project Team's best interests and will not affect the outcome of the selection process by giving the Proposer an advantage or benefit not enjoyed by other Proposers.

EXCEPTIONS

Proposer exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the transmittal letter and in the submitted budget.

RANKING OF THE PROPOSALS

No debriefings or scoring information shall be released before the ECIA council has recommended that a contract be negotiated with the recommended firm. However, after the ECIA has given authorization to negotiate a contract, all contents of the selected proposal shall become public information.

DEFINITIONS

The Project Team has established for the purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the Project Team. A deviation is material if, in the Project Team's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in being considered as not in the best interest of the Project Team.

DISPUTES/EXCEPTIONS

Any prospective Proposer who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification. The written dispute shall be sent via certified mail or delivered in person to the point of contract set forth in Section 12.0, who shall review the written dispute and work with the Project Team to render a decision which shall be considered final.



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Appendix C

Contract Terms and Conditions

TERMS AND CONDITIONS

The following clauses shall be included in the final signed contract:

1. CONSULTANT'S ENDORSEMENT ON PLANS

The *Consultant* shall endorse the completed computations prepared under this Agreement, and shall affix thereto the seal of a licensed professional engineer, or licensed professional architect, licensed to practice in the State of Iowa and State of Illinois, in accordance with the current Codes of Iowa and Illinois.

2. CHANGE IN SCOPE OF SERVICES

No change in scope shall be permitted during this project without the prior written agreement of both parties and the WBS being updated.

3. SUBSTITUTION OF PROJECT TEAM MEMBERS

The Project Manager, partners, management, other supervisory staff and technical specialists proposed for the project may be changed if those personnel leave the *Consultant*. These personnel may also be changed for other reasons however, in either case, the **Project Team** retains the right to approve or reject the replacements and no replacements shall begin working on the project without the express, prior written permission of the Project Team.

4. INSURANCE

Consultant shall at all times during the performance of this Agreement provide insurance as required by the attached Insurance Schedule.

5. INDEMNIFICATION

To the fullest extent permitted by law, *Consultant* shall indemnify and hold harmless the **Project Team, ECIA council** from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the *Consultant*, *Consultant's* subcontractor, or anyone directly or indirectly employed by *Consultant* or *Consultant* subcontractor or anyone for whose acts *Consultant* or *Consultant's* subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

6. ERRORS & OMISSIONS

In the event that the work product prepared by the *Consultant* is found to be in error and revision or reworking the work product is necessary, the *Consultant* agrees that it shall do such revisions without expense to the **Project Team**, even though final payment may have been received. The *Consultant* must give immediate attention to these changes so there will be a minimum of delay. The above and foregoing is not to be constructed as a limitation of the **Project Team's** right to seek recovery of damages for negligence on the part of the *Consultant* herein.

7. OWNERSHIP OF DOCUMENTS

All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the *Project Team* and shall be delivered to the *Project Manager* upon completion of the plans or termination of the services of the *Consultant*. There shall be no restriction or limitations on their future use by the *Project Team*, except any use on extensions of the project or on any other project without written verification or adaptation by the *Consultant* for the specific purpose intended will be the *Project Team's* sole risk and without liability or legal exposure to the *Consultant*.

The *Project Team* acknowledges the *Consultant's* plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the *Project Team* upon completion of the services and payment in full of all moneys due to the *Consultant*.

The *Project Team* may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

8. SUBLETTING, ASSIGNMENT OR TRANSFER

Subletting, assignment, or transfer of all or part of the interest of the *Consultant* in this Agreement is prohibited unless written consent is obtained from Project Team and approved by the *ECIA council*.



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Appendix D

Insurance Requirements

INSURANCE SCHEDULE C

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES TO THE PROJECT TEAM

1. All policies of insurance required here under shall be with an insurer authorized to do business in both Iowa and Illinois. All insurers shall have a rating of A, better in the current A.M. Best Rating Guide.
2. All policies of insurance shall be endorsed to provide a thirty (30) day advance notice of cancellation to the Project Team, except for 10-day notice for non-payment, if cancellation is prior to the expiration date. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance.
3. Consultant shall furnish a signed Certificate of Insurance to the East Central Intergovernmental Association, Iowa for the coverage required in Paragraph 6 below. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing.
 - b) Commercial General Liability additional insured endorsement.
 - c) Governmental Immunities Endorsement.

Consultant shall also be required to provide Certificates of Insurance of all subcontractors and all sub-subcontractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the contracting department of East Central Intergovernmental Association.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the Project Team. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Consultant shall be required to carry the following minimum coverage/limits or greater if required by law or other legal agreement:
 - a) **COMMERCIAL GENERAL LIABILITY**

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

INSURANCE SCHEDULE C (Continued)

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES TO THE PROJECT TEAM

This coverage shall be written on an occurrence form, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 0001 or Business owners BP 0002 shall be clearly identified. Form CG 25 04 03 97 'Designated Location(s) General Aggregate Limit' shall be included.

Governmental Immunity endorsement identical or equivalent to form attached.

Additional Insured Requirement:

The Project Team, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability including "ongoing operations" coverage equivalent to ISO CG 20 10 07 04.

b) **Automobile \$1,000,000 combined single limit.**

c) **WORKERS COMPENSATION & EMPLOYERS LIABILITY**

Statutory for Coverage A

Employers Liability:

Each Accident	\$ 100,000
Each Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

d) **PROFESSIONAL LIABILITY** \$1,000,000

e) **UMBRELLA/EXCESS LIABILITY** NONE

Insurance Submittal Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Location(s) General Aggregate Limit CG 25 04 03 97
- Additional Insured CG 20 10 07 04
- Governmental Immunities Endorsement

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity The insurance carrier expressly agrees and states that the purchase of this policy and the including of East Central Intergovernmental Association as Additional Insureds do not waive any defenses of governmental immunity available to East Central Intergovernmental Association under Iowa and/or Illinois law, as such law now exists and may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover all claims except claims subject to a defense of governmental immunity that is raised by East Central Intergovernmental Association.
3. Assertion of Government Immunity. East Central Governmental Association shall be responsible for asserting any defense of governmental immunity under Iowa and/or Illinois law and may do so at any time and shall do so on the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to East Central Intergovernmental Association under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by East Central Intergovernmental Association.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.



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Appendix E

Supplemental Documentation

Clean Water

All Contracts and Subcontracts over \$100,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

- Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000, Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) the following access to records requirements apply to this Contract:

- Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any Project Management Office (PMO) contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
- Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

- Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i) (11). FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

- All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

- Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

- The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

- Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)
- Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
- If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

- Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be affected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond

the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
 1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include; acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. Recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any

property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non-Procurement)

Applicability – Contracts over \$25,000

- This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

- Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.
- Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of

- Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.
2. Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.
 3. Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.
- Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary, to identify the affected parties.

Breaches and Dispute Resolution

All contracts over \$100,000

- Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient

or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

- The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby

incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

- To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

- Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA REQUIREMENTS

- The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.



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Appendix F

Federal Certifications



Iowa Department of Transportation

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING
(for contracts or subcontracts with \$100,000 or more value)**

The undersigned (contractor) certifies, to the best of his/her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction as amended by government-wide guidance for new restrictions on lobbying 61 Fed. Reg. 1413(1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et. seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) 49
CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.” Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300. Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____

AGREEMENT TO 3RD PARTY CLAUSES

I have read the FTA 3rd Party Clauses to the RFP for Passenger Rail Feasibility Study, included in Appendix E, and agree to meet the requirements of these clauses.

Signature

Title

Firm

Date



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Appendix G

Cost Proposal

COST PROPOSAL

Proposed Project Budget

1. Direct Labor	Estimated Hours	Rate/Hr	Total Est. Cost
(List by position All professional personnel Participating in this project)			
Total Direct Labor			\$ _____
2. Overhead Cost (overhead percentage rate) x (total director labor)			
Total Overhead			\$ _____
3. Other Direct Costs (List other items and basis for computing cost for each. Examples include; computer services, equipment, etc.)			
Total Other Direct Costs			\$ _____
4. Subcontracts (For each; list identity, purpose and rate)			
Total Subcontracts			\$ _____
5. Travel			
a. Travel by common carrier from/to the ECIA offices. (List number of trips and economy class airfare, plus taxi and shuttle fares, etc.)			
B. Travel by private automobile within the Study area. (List number of days x rate)			
Total Travel			\$ _____
6. Profit (Percentage rate x basis)			
Total Profit			\$ _____
Total Estimated Cost and Profit			\$ _____

COST PROPOSAL

Proposed Project Budget – By Task

	Amount
Task 1: Data Collection and Inventory	_____
Task 2: Market Analysis	_____
Task 3: Facility Evaluation & Capacity Assessment to accommodate future growth	_____
Task 4: Needs Assessment for Each Port	_____
Task 5: Study Recommendations	_____
Task 6: Final Report and Documentation	_____
Total	\$_____