

Request for Proposals

TITLE OF RFP:	Creative Placemaking Knowledge Building: Inspiring Opportunities with the Arts (IOWA) Project		
Issuing Entity:	Main Street Ottumwa (MSO)		
Main Street Ottumwa seeks to purchase:	Main Street Ottumwa seeks to hire a consultant team with experience in developing and facilitating creative placemaking capacity building workshops; presenting on creative placemaking; creative placemaking policy analysis and development; and developing and implementing quicker, cheaper, lighter local placemaking strategies.		
Initial term of the contract:	1 year	Possible extensions: 2	3 years total
Anticipated Contract term - Beginning:	June 1, 2017	Ending:	June 30, 2018
Issuing Officer:	Fred Zesiger, Director		
Email:	director@mainstreetottumwa.com		
Address:	217 East Main Street, Ottumwa, IA 52501		
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
MSO Issues RFP:		March 31, 2017	
Questions Due:		April 14, 2017 / 4:00 PM	
MSO Response to Questions on or before		April 19, 2017 / 4:00 PM	
Proposals Due Date:		April 27, 2017 / 4:00 PM	
Anticipated Date to execute contract:		June 1, 2017	
Internet website where Addenda to this RFP will be posted:		mainstreetottumwa.com	
Number of Copies of Proposals Required to be Submitted:			1
Firm Proposal Terms - Per Section 3.2.14, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:			120

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SECTION 1: INTRODUCTION

1.1. Purpose. The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the services identified on the RFP cover sheet and further described in Section 2 of this RFP to MSO representative identified on the RFP cover sheet. MSO intends to award a Contract beginning and ending on the dates listed on the RFP cover sheet, and MSO, in its sole discretion, may extend the Contract for up to the number of extensions identified on the RFP cover sheet. MSO may award more than one Contractor under this RFP.

1.2. Definitions. For the purposes of this RFP and the resulting contract, the following terms shall mean:

1.2.1. "Proposal" means the Contractor's proposal submitted in response to the RFP.

1.2.2. "Contract" means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

1.2.3. "Contractor" means a vendor submitting Proposals in response to this RFP.

1.2.4. "MSO" means Main Street Ottumwa.

1.2.5. "Responsible Contractor" means a Contractor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Contractor is a Responsible Contractor, MSO may consider various factors including, but not limited to, the Contractor's competence and qualifications to provide the goods or services requested, the Contractor's integrity and reliability, the past performance of the Contractor and the best interest of MSO.

1.2.6. "Responsive Proposal" means a Proposal that complies with the material provisions of this RFP.

1.2.7. "RFP" means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

1.3. Overview of the RFP Process. Contractors will be required to submit their Proposals via email to director@mainstreetottumwa.com. It is MSO's intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 4, Evaluation and Selection.

1.4. Background Information. This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for MSO's benefit and is intended to provide MSO with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Main Street Ottumwa

Ottumwa, Iowa, population 24,840, is the county seat of Wapello County and home to Main Street Ottumwa.

Main Street Ottumwa's mission is to improve the social and economic well-being of a 20-square block district by capitalizing on the unique identity, assets and character of our downtown area using the comprehensive Main Street Four Point Approach®.

Main Street Ottumwa's vision is that Ottumwa will be the Southeast Iowa hub for arts, entertainment, commerce, residential and employment opportunities. Community pride will be evident in the restored buildings filled with restaurants, retail and specialty shops. Downtown will welcome new and returning Iowans and be home to more people who choose to stay or return to the community. Downtown's connection to the riverfront and Bridge View Center will make it an exciting destination for entertainment, dining, shopping and meeting friends.

Main Street Ottumwa's (MSO) Design, Economic Restructuring, Promotions, and Organization Committees support creative placemaking efforts. MSO creative placemaking efforts since 2014 include:

- Lead restoration of 15 building facades, 2 more blocks of façade improvements coming 2017
- Hosted annual Walk on Art Street for purpose of appreciating art and the local artists that make it
- Helped facilitate conversion of downtown one-way streets to two-way streets
- Organized two alley mural projects, more coming in 2017
- Joined in community design of upcoming streetscape and model green parking lot

For more information about MSO and our programs, visit www.mainstreetottumwa.com.

Project Background and Context

Ottumwa's Main Street District, has 134 buildings, 41 are vacant on first floor. 57 historic buildings are along 3 blocks of Main Street with 26 vacant on first floor, but revitalization has begun. Since 2015, 15 building facades have been improved, one-way streets converted to two-way, and 22 upper-story apartments added. Two vacant theaters are being restored and a streetscape planned.

Creative placemaking capacity will improve our Design, Promotions, Organization, and Economic Committees and will be a community tool to activate spaces in the newly improved buildings and forthcoming streetscape. Implementing a lighter, quicker, cheaper creative placemaking project in conjunction with the creative placemaking knowledge building workshop will help visualize livability impacts of complete streets, art and pop-up shops.

Main Street Ottumwa's members currently learn creative placemaking ideas from Main Street Iowa (MSI) trainings; Iowa Downtown, National Main Streets and Preservation Iowa conferences. Arts-driven community development education includes hosting the annual Walk on Art Street, MSI technical assistance, the Iowa Art Summit.

Major Project Activities

In the fall of 2016, Main Street Ottumwa submitted a National Endowment for the Arts (NEA) Our Town proposal seeking matching funding to implement the Inspiring Opportunities with the Arts (IOWA) Project described below. Main Street Ottumwa will learn in April 2017 whether the NEA funding request is granted.

The Inspiring Opportunities with the Arts (IOWA) Project brings together diverse partners to (1) train the trainers/leaders across Iowa (2) inject a proven creative placemaking strategy into 50+ communities and (3) build a coalition of leaders to carry project impact forward long after IOWA Project initial implementation.

The IOWA Project approach to knowledge building includes:

- Train-the-trainer workshop on integrating arts, health, transportation and economic development into creative placemaking;
- Develop/implement an Ottumwa creative placemaking project using lighter, quicker, cheaper approach, or similar, to temporarily re-engineer auto dominated, blighted and underused urban areas into creative, engaging places;
- Analysis of city of Ottumwa codes, ordinances, and policies that prohibit or support creative placemaking and recommendations for changes to codes, ordinances, and policies to better support creative placemaking;
- Delivery of a creative placemaking seminar for targeted state agencies (health, transportation, economic development) and partner nonprofits;
- Placemaking presentations to the Upper Midwest American Planning Association (APA) Conference and Des Moines area The Tomorrow Plan Speaker Series; and
- Creative placemaking consultations with Main Street Iowa towns implementing projects

The hands-on creative placemaking project component of the IOWA projects should serve as a "living charrette" that engages the community on the street to begin the process of creating a great "place" that can better identify and strengthen a community. Ideally, the creative placemaking project will help the community visualize potential impacts of strategies such as complete streets, public art and pop-up shops by implementing improvements in a quicker, lighter, cheaper approach.

The IOWA Project addresses the needs of our constituents and Ottumwa, while having statewide impact. The project's timing is perfect for Ottumwa to leverage the greatest placemaking impact from upcoming downtown investments.

Our systemic approach includes bringing together artists, health and transportation officials, and Main Street members to build and apply creative placemaking knowledge through classroom learning and hands-on placemaking implementation at the workshop.

The IOWA Project's potential for learning and sharing technical assistance is great due to the train-the-trainer and hands-on implementation approach used. The training will be a required quarterly training for Main Street Iowa (MSI) program directors, guaranteeing ~75 MSI representatives across Iowa in attendance. Through partner collaboration on training design/promotion, we anticipate an additional ~50 participants representing the arts, health, transportation, and emerging Iowa creative placemaking leaders from the Art of the Rural NEA Our Town funded project.

The IOWA Project's potential for impact is enhanced by leveraging project participants to present on creative placemaking at the Upper Midwest (APA) Conference in Dubuque, Iowa and as part of The Tomorrow Plan Speaker Series in the Des Moines area. The Tomorrow Plan is a plan for the sustainable development of the Greater Des Moines region over the next 40 years. The Tomorrow Plan Speaker Series is an implementation strategy of The Tomorrow Plan, offered as a resource to community leaders to learn best practices.

The Ottumwa Area Arts Council and Iowa Arts Council will integrate into the training how to work with artists and arts organizations. The two councils will identify and recruit artists for training participation and integration of arts into the Ottumwa creative placemaking project(s) in conjunction with the train-the-trainer workshop and to develop art to tell the IOWA Project and creative placemaking story.

IOWA Project goals include:

- Build creative placemaking capacity
- Develop understanding of how to work with artists and arts organizations
- Improve community livability
- Inspire collaborative efforts between arts, public health, transportation and economic development
- Develop model for quick, cost effective creative placemaking

Schedule of Key Project Dates

1. May 2017
 - a. Procure creative placemaking knowledge building lead consultant
2. August 2017
 - a. Exploratory
 - i. Work with city of Ottumwa to review policies for support of placemaking
 - ii. Visit Ottumwa property owners and organizations to introduce IOWA Project and creative placemaking process, identify potential demonstration creative placemaking project locations
3. September 2017
 - a. Gather the Community
 - i. Discuss creative placemaking and demonstration project concept emphasizing integrating arts, community health and safe, affordable transportation.
 - ii. Community selects creative placemaking project location
 - iii. Community identifies what works, doesn't work, what they want in project area
 - iv. Survey attendees to identify skills, assets and community placemaking resources
 - v. Develop creative placemaking project plan
 - vi. Sign up community members to volunteer
 - vii. Complete required National Environmental Policy Act environmental review process (project likely categorically excluded).
4. October 2017
 - a. Creative placemaking training and placemaking project implementation (Oct. 11-13)
 - i. Consultant team/project partners arrive ~3-4 days ahead
 - ii. Train-the-trainer workshop
 - iii. Creative placemaking project built
 - b. Present creative placemaking at Upper Midwest American Planning Association Conference (Oct. 5 or 6)
5. November 2017
 - a. Guide community in making Ottumwa placemaking project impact permanent
6. April–June 2018
 - a. Placemaking seminar for state agencies walkable communities collaborative

- b. Main Street Iowa towns placemaking consultation
 - c. The Tomorrow Plan Speaker Series placemaking presentation
- 7. August 2018
 - a. Final report

Organizational Partners Text Box

Partners involved in the IOWA Project and their primary roles.

- City of Ottumwa
 - Civic engagement, working with planning/economic development for creative placemaking
- Iowa Arts Council
 - Working with artists/arts organizations, aid in solicitation/selection of artists
- Iowa Department of Public Health
 - Improving public health with placemaking
- Iowa Department of Transportation
 - Working with transportation officials for placemaking
- Iowa Economic Development Authority/Main Street Iowa
 - Training development, statewide Main Street training participation, funder, project creative placemaking consultant liaison
- Iowa Healthiest State Initiative
 - Improving public health with placemaking
- Ottumwa Area Legacy Foundation
 - Community organizer, training site, funder, property owner outreach
- Rural Policy Research Institute
 - Placemaking policy information, partner connections, align with Art of Rural project, consult on rural development leadership

SECTION 2: SPECIFICATIONS AND TECHNICAL REQUIREMENTS

2.1 Overview. The successful Contractor shall provide the services to MSO and other agencies using the Contract in accordance with the specifications and technical requirements as provided in this Section. The Contractor shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, Contractor shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, MSO may reject the Proposal.

2.2 Proposed Scope of Work and Deliverables. Deliverables listed are the minimum expected from the Contractor. Additional information and deliverables based on Contractor’s experience with similar projects are encouraged.

MSO seeks to hire a consultant team with experience in facilitating creative placemaking knowledge building workshops; improving local policies to support creative placemaking; and developing and implementing creative placemaking projects in a manner that fully involves the community in partnership to develop, install and maintain creative placemaking projects.

Due to the uncertainty of the National Endowment for the Arts Our Town funding at this time, potential contractors are asked to prepare proposals for delivering two different phases of service described below. MSO is seeking a Contractor to develop and provide the following services.

Tasks & Deliverables for Phase 1:

(Estimated total budget including consultant, local costs and staff, supplies, etc. \$50,000-\$75,000)

- Deliver Keynote presentation to community on creative placemaking and to engage community for support of one or more creative placemaking projects in downtown Ottumwa;
- Meet with key city leaders, project leaders and potential collaborators to introduce the creative placemaking concept and potential Ottumwa downtown projects;
- Conduct a survey of area public and private spaces, quality of these spaces, and identification of rapid redevelopment potential. Provide a detailed analysis of a community's assets, potential stakeholders (property owners, activists, nonprofits, businesses, artists), and quick-win opportunities that provide a starting point for one or more creative placemaking demonstrations;
- Provide creative placemaking project consultation and review, including recommendations, tools, and resources for concept creation, build workshops, pop-up businesses, and street improvements;
- Develop and lead delivery of a train-the-trainer workshop in Ottumwa October 11-12, 2017, for approximately 100-150 attendees on integrating arts, health, transportation and economic development into creative placemaking;
- Develop and implement an Ottumwa creative placemaking project with training attendees and the public on October 12 and/or 13, 2017, in conjunction with the train-the-trainer workshop using a lighter, quicker, cheaper approach, or similar, to temporarily re-engineer an auto dominated, blighted and underused urban area(s) into a creative, engaging place;
- Gather data from the creative placemaking project(s) and give recommendations on next steps for permanent improvements in the community; and
- Analyze city of Ottumwa codes, ordinances, and policies that prohibit or support creative placemaking and provide recommendations for changes to codes, ordinances, and policies to better support creative placemaking.

Tasks & Deliverables for Phase 2:

(Estimated total budget \$10,000-\$25,000)

- Delivery of a creative placemaking seminar in the Des Moines, Iowa area for targeted state agencies (health, transportation, economic development) and partner nonprofits;
- Placemaking presentations to the Upper Midwest American Planning Association (APA) Conference (October 5 or 6, 2017) and Des Moines area The Tomorrow Plan Speaker Series; and
- Creative placemaking consultations with up to five (5) Main Street Iowa towns preparing to implement creative placemaking projects

2.3 Mandatory Scored Technical Requirements. All items listed below are Mandatory Scored Technical Requirements. All requirements must be met; they will be evaluated and scored by the evaluation committee in accordance with Section 4. Proposals that do not meet these requirements will be rejected.

SECTION 3: FORM AND CONTENT OF PROPOSALS

3.1. Instructions. These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1. The Proposal shall be formatted for 8.5" x 11" paper with one inch margins with one electronic version sent to the RFP contact below. The Proposal shall be divided into two (2) parts: (1) the Technical Proposal and Cost Proposal to deliver Phase 1 services, (2) the Technical Proposal and Cost Proposal to deliver both Phase 1 and Phase 2 services. The proposal shall be in Microsoft Word or Adobe pdf file format. Proposals shall be sent to:

Fred Zesiger, Director
Main Street Ottumwa
director@mainstreetottumwa.org

MSO shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

3.1.2. If the Contractor designates any information in its Proposal as confidential pursuant to Section 5, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 5 and which is marked "Public Copy".

3.1.3. Proposals shall not contain promotional or display materials.

3.1.4. Attachments shall be referenced in the Proposal.

3.1.5. If a Contractor proposes more than one solution to the RFP requirements, each shall be labeled and clearly defined in the proposal.

3.2 Technical Proposal. The following documents and responses shall be included in the Technical Proposal in the order given below:

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 5.

3.2.2 Table of Contents. The Contractor shall include a table of contents of its Proposal.

3.2.3 Executive Summary. The Contractor shall prepare an executive summary and overview of the services it is offering, including all of the following information:

3.2.3.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

3.2.3.2 An overview of the Contractor's plans for complying with the requirements of this RFP.

3.2.3.3 Any other summary information the Contractor deems to be pertinent.

3.2.4 Specifications and Technical Requirements. The Contractor shall answer whether or not it will comply with each requirement in Section 2 of the RFP and the extent to how much time per week of the Contract the Contractor could dedicate to work under the Contract. Where the context requires more than a yes or no answer or the specific requirement so indicates, Contractor shall explain how it will comply with the requirement. Merely repeating the Section 2 requirements may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the requirements of the RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, MSO may reject the Proposal.

3.2.5 Vendor Background Information. The Contractor shall provide the following general background information:

3.2.5.1 If the vendor is not incorporated, formed or organized in Iowa, whether the state of incorporation, formation or organization has a preference for instate vendors. If yes, please include the details of the preference.

3.2.5.2 Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers.

3.2.5.3 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

3.2.5.4 State of incorporation, state of formation, or state of organization.

3.2.5.5 The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP.

3.2.5.6 Number of employees.

3.2.5.7 Type of business.

3.2.5.8 Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.

3.2.5.9 Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.

3.2.5.10 Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the services the subcontractor would perform.

3.2.6 Experience. The Contractor must provide the following information regarding its experience:

3.2.6.1 Number of years in business.

3.2.6.2 Number of years experience with providing the types of services sought by the RFP.

3.2.6.3 The level of technical experience in providing the types of services sought by the RFP.

3.2.6.4 A list of all services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.

3.2.6.5 Description of familiarity and experience with the national Main Street Program and the national Main Street Approach.

3.2.6.6 Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing services similar to the services described in this RFP and a contact person and telephone number for each reference.

3.2.7 Personnel. The Contractor must provide resumes for all key personnel who will be involved in providing the services contemplated by this RFP. The following information must be included in the resumes:

3.2.7.1 Full name.

3.2.7.2 Education.

3.2.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP.

3.2.8 Financial Information. The Contractor must provide the following financial information

3.2.8.1 Financial statements for the last 3 years.

3.2.8.2 A minimum of three (3) financial references.

3.2.9 Termination, Litigation, Debarment. The Contractor must provide the following information for the past five (5) years:

3.2.9.1 Has the Contractor had a contract for services terminated for any reason? If so, provide full details regarding the termination.

3.2.9.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

3.2.9.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.

3.2.9.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.

3.2.9.5 Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Contractor. Contractor shall provide written notification to MSO of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

3.2.10 Reserved.

3.2.11 Acceptance of Terms and Conditions. The Contractor shall specifically agree that by submitting the Proposal, the Contractor is accepting all terms and conditions stated in the RFP. However, if the Contractor objects to any term or condition, the Contractor must specifically refer to the RFP page and section number and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Proposal.

3.2.12 Certification Letter. The Contractor shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Contractor shall make the certifications included in Attachment #1.

3.2.13 Authorization to Release Information. The Contractor shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Contractor authorizes the release of information to MSO.

3.2.14 Firm Proposal Terms. The Contractor shall guarantee in writing the services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

3.3 Cost Proposal

The Contractor shall provide its cost proposal using the form in Attachment #3. The costs shall be provided per task or deliverable described in section 2.2 of this RFP.

SECTION 4: EVALUATION AND SELECTION

4.1 Introduction. This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to MSO. MSO will not necessarily award the Contract to the Contractor offering the lowest cost to MSO. Instead, MSO will award the Contract whose Responsive Proposal MSO believes will provide the best value to MSO.

4.2 Evaluation Committee. MSO intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. MSO will use an evaluation committee to review and evaluate the Proposals.

MSO may opt not to award a contract to any vendor.

4.3 Overview of Evaluation. All Technical Proposals will be first evaluated to determine if they comply with the requirements provided in Section 2. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Contractors in accordance with this Section.

4.4 Evaluation Criteria. Evaluation of Proposals will be based on the following criteria, which are not listed in any particular order of importance.

4.4.1 Demonstrated ability to enhance and/or expand the effectiveness of MSO, as described in this RFP.

4.4.2 Cost of services.

4.4.3 Satisfactory performance on previous and present contracts similar in scope to the subject of this RFP.

4.4.4 Contractor's professional experience and performance record.

4.4.5 Financial stability of Contractor.

4.4.6 Overall track record and reputation in the relevant industry.

4.4.7 Compliance with RFP and contract terms and conditions and Proposal format.

4.4.8 Contractor's proposed work plans. Proposed work plans shall include one or more proposed approaches to the train-the-trainer workshop including a proposed workshop agenda that is interactive, attendee engaging, and provides the proposal evaluation committee a sense as to the content to be delivered at the training workshop and who will be delivering the content.

4.4.9 Demonstrated quality of proposed services.

4.4.10 Plans for assurance of high quality service.

4.4.11 Ability to integrate with MSO administrative applications.

4.4.12 Compliance with MSO information security policies.

SECTION 5: ADMINISTRATIVE INFORMATION

5.1 Issuing Officer. The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

5.2 Restriction on Communication. From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 5. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any employee other than the Issuing Officer about the RFP.

5.3 Downloading the RFP from the Internet. The RFP and any addenda to the RFP will be posted at www.mainstreetottumwa.com. The Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive addenda. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

5.4 Procurement Timetable. The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. MSO reserves the right to change the dates. If MSO changes any of the deadlines for Contractor submissions, MSO will issue an addendum to the RFP.

5.5 Questions, Requests for Clarification, and Suggested Changes. Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). MSO will send written responses to questions, requests for clarifications, or suggestions received from Contractors on or before the date listed on the RFP cover sheet. MSO's written responses will become an addendum to the RFP. If MSO decides to adopt a suggestion that modifies the RFP, MSO will issue an addendum to the RFP.

MSO assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

5.6 Amendment to the RFP. MSO reserves the right to amend the RFP at any time using an addendum. The Contractor shall acknowledge receipt of all addenda in its Proposal. If MSO issues an addendum after the due date for receipt of Proposals, MSO may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

5.7 Reserved.

5.8 Amendment and Withdrawal of Proposal. The Contractor may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Contractor and received by the time set for the receipt of Proposals. Faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

5.9 Submission of Proposals. MSO must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date listed on the RFP cover sheet. This is a mandatory requirement and will not be waived by MSO. Any Proposal received after this deadline will be rejected and returned unopened to the Contractor. Contractors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Faxed Proposals will not be accepted.

Contractors must furnish all information necessary to enable MSO to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

5.10 Proposal Opening. MSO will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all the Proposals submitted in response to this RFP and MSO has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

5.11 Costs of Preparing the Proposal. The costs of preparation and delivery of the Proposal are solely the responsibility of the Contractor.

5.12 No commitment to Contract. MSO reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by MSO to award a contract.

5.13 Rejection of Proposals. MSO may reject outright and not evaluate a Proposal for reasons including without limitation:

5.13.1 MSO determines there is no longer a need to procure the services.

5.13.2 The Contractor fails to deliver the cost proposal in a separate envelope.

5.13.3 The Contractor acknowledges that a mandatory requirement of the RFP cannot be met.

5.13.4 The Contractor's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.

5.13.5 The Contractor's Proposal limits the rights of MSO.

5.13.6 The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of this RFP.

5.13.7 The Contractor fails to timely respond to MSO's request for information, documents, or references.

5.13.8 The Contractor fails to include Proposal Security, if required.

5.13.9 The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.

5.13.10 The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.

5.13.11 The Contractor initiates unauthorized contact regarding the RFP with MSO employees.

5.13.12 The Contractor provides misleading or inaccurate responses.

5.13.13 The Contractor's Proposal is materially unbalanced.

5.13.14 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by MSO from other sources) to satisfy MSO that the Contractor is a Responsive Contractor.

5.13.15 The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

5.14 Nonmaterial Variances. MSO reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of MSO, it is in MSO's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event MSO waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications or other Contract requirements if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of MSO.

5.15 Reference Checks. MSO reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the Proposal.

5.16 Information from Other Sources. MSO reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Contractor's financial stability, past or pending litigation, and other publicly available information.

5.17 Verification of Proposal Contents. The content of a Proposal submitted by a Contractor is subject to verification. If MSO determines in its sole discretion that the content is in any way misleading or inaccurate, MSO may reject the Proposal.

5.18 Proposal Clarification Process. MSO reserves the right to contact a Contractor after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided services to MSO or any other organization wherever located, or requests for corrective pages in the Contractor's Proposal. MSO will not consider information received from or through Contractor if the information materially alters the content of the Proposal or the type of services the Contractor is offering to MSO. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to MSO within the time specified in MSO's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

5.19 Disposition of Proposals. All Proposals become the property of MSO and shall not be returned to the Contractor. Once MSO issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Contractor properly requests confidential treatment or according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

5.20 Copyright Permission. By submitting a Proposal, the Contractor agrees that MSO may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Contractor consents to such copying and warrants that such copying will not violate the rights of any third party. MSO shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

5.21 Release of Claims. By submitting a Proposal, the Contractor agrees that it will not bring any claim or cause of action against MSO based on any misunderstanding concerning the information provided in the RFP or concerning MSO's failure, negligent or otherwise, to provide the Contractor with pertinent information in this RFP.

5.22 Evaluation of Proposals Submitted. Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 4 of the RFP. MSO will not necessarily award a contract resulting from this RFP to the Contractor offering the lowest cost. Instead, MSO will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal MSO believes will provide the best value to MSO.

5.23 Award Notice and Acceptance Period. Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by MSO. If the successful Contractor fails to negotiate and deliver an executed Contract by that date, MSO, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor MSO believes will provide the best value to MSO.

5.24 No Contract Rights until Execution. No Contractor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Contractor and MSO.

5.25 Choice of Law and Forum. This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

5.26 No Minimum Guaranteed. MSO does not guarantee any minimum level of purchases under the Contract.

SECTION 6: CONTRACTUAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions. The Contract that MSO expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by MSO and the National Endowment for the Arts, if applicable. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP shall be incorporated into the Contract unless MSO has explicitly accepted the Contractor's objection or amendment in writing. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Proposal, each Contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFP or contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed non-responsive by MSO, in its sole discretion, resulting in possible rejection of the Proposal. MSO reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of MSO would be served.

6.2 Contract Length. The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. MSO shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of extensions identified on the RFP cover sheet.

6.3 Terms. MSO shall use a standard state of Iowa or National Endowment for the Arts services contract for services procured under this RFP. The Contractor shall be expected to execute that contract upon award of the contract. A model of that contract is available upon request.

**Attachment # 1
Certification Letter**

[Date]

Fred Zesiger, Director
Main Street Ottumwa
217 East Main Street
Ottumwa IA 52105

Re: Creative Placemaking Knowledge Building - PROPOSAL CERTIFICATIONS

Dear Mr. Zesiger:

I certify that the contents of the Proposal submitted on behalf of [Name of Contractor]_____ (Contractor) in response to Main Street Ottumwa’s (MSO) Request for Proposal for creative placemaking knowledge building are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Contractor expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the RFP, I certify in behalf of the Contractor the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to MSO or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to MSO’s issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Contractor to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Contractor and MSO or that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b)

of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which MSO has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, MSO may pursue available remedies including suspension, debarment, or termination of the contract.

Sincerely,

[Name and Title]

Attachment #2

Authorization to Release Information Letter

[Date]

Fred Zesiger, Director
Main Street Ottumwa
217 East Main Street
Ottumwa IA 52105

Re: Creative Placemaking Knowledge Building - AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Zesiger:

[Name of Contractor]_____ (Contractor) hereby authorizes Main Street Ottumwa (MSO) or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal (RFP) entitled: Creative Placemaking Knowledge Building: Inspiring Opportunities with the Arts (IOWA) Project

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from MSO or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk.

The Contractor hereby releases, acquits and forever discharges MSO, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by MSO or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of MSO or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Proposal submitted in response to RFP.

The Contractor further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to MSO or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Printed Name of Contractor Organization]

[Name and Title of Authorized Representative]

Date

ATTACHMENT # 3

Cost Proposal

Contractor's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms.

Contractor's Cost Proposal shall include a rate per hour and a number of estimated hours to deliver each task and deliverable described in Section 2.2 above. ***A required cost proposal template is provided on the following page.*** Please use additional pages to provide any additional narrative support for the costing information.

The total project budget for combined phases 1 and 2 is an estimated \$100,000. Main Street Ottumwa has requested \$50,000 from NEA's Our Town program, matched with \$50,000. Match sources include Main Street Ottumwa, city of Ottumwa, Ottumwa Legacy Foundation, Main Street Iowa, University of Iowa Business Leadership Network, Main Street Iowa training attendees and other sources.

Cost Proposal Template

COST PROPOSAL FOR TASK AND DELIVERABLES PHASE 1 ONLY

Applicant:

Task (Please provide a brief description and estimated hours, if applicable)	Firm US Dollars
TOTAL COST:	

[Add or modify as appropriate]

Cost Proposal Template

**COST PROPOSAL FOR TASK AND DELIVERABLES PHASE 1 AND PHASE 2
COMBINED**

Applicant:

Task (Please provide a brief description and estimated hours, if applicable)	Firm US Dollars
TOTAL COST:	

[Add or modify as appropriate]