



**Request for Proposal**

**E-PROCUREMENT SOLUTION  
AND SERVICES**

Submission Deadline:  
October 30, 2025, at 12:00 p.m. CST

City of Marion  
1225 6th Avenue, Suite 170  
Marion, IA 52302  
319-200-1308



# NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

## SECTION 1.0 – NOTICE OF REQUEST FOR PROPOSAL (RFP)

### OVERVIEW

- 1.1 The City of Marion, Iowa, hereinafter referred to as the “City,” is seeking proposals from qualified vendors to provide an **eProcurement solution** that streamlines purchasing activities, enhances transparency, and improves efficiency in procurement operations. The system must be **user-friendly, customizable, and designed to meet the needs of both administrative staff and end users**, with training included to ensure successful adoption.
- 1.2 In addition to the core eProcurement functionality, the City is interested in evaluating optional add-on value added services.

### CITY OF MARION BACKGROUND

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

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

In Fiscal Year 2025, the City issued 288 Purchase Orders for purchases exceeding \$5,000. As we look ahead, it is anticipated that between one (1) and twenty-five (25) users may be entering solicitations into the eProcurement tool selected, depending on the selected pricing configuration.

### CONTACT INFORMATION

- 1.3 The Proposer’s principal contact with the City as related to this RFP will be Rita Marling, Purchasing Coordinator.

Contact information:  
City of Marion  
Attn: Rita Marling  
1225 6th Avenue, Suite 170  
Marion, IA 52302  
319-200-1308  
[purchasing@cityofmarion.org](mailto:purchasing@cityofmarion.org)



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

### SECTION 2.0 - SCHEDULE OF ACTIVITIES

|                                                                    |                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date of Issuance:                                                  | October 6, 2025                                                                                                                                                                                                                                                                                           |
| Deadline for Questions:                                            | October 22, 2025                                                                                                                                                                                                                                                                                          |
| Submission Deadline:                                               | October 30, 2025 – 12:00 PM CST                                                                                                                                                                                                                                                                           |
| Potential date for Proposer Interview/Demo:                        | December 1 - 5, 2025                                                                                                                                                                                                                                                                                      |
| Target Date Proposers will be notified:                            | December 22, 2025                                                                                                                                                                                                                                                                                         |
| Target Month for Recommendation to City Manager/Council:           | end of January 2026                                                                                                                                                                                                                                                                                       |
| <b>Submit Questions and Proposal to: -&gt;-&gt;-&gt;-&gt;-&gt;</b> | <b>purchasing@cityofmarion.org</b><br>Submit in .pdf format<br>Subject line: "RFP – E-Procurement Solution and Services – 'Name of the Proposer's business'"<br>OR deliver to<br>City of Marion<br>Finance Department<br>Attn: Rita Marling<br>1225 6 <sup>th</sup> Avenue, Suite 170<br>Marion, IA 52302 |

### SECTION 3.0 – DESCRIPTION OF WORK

The City is requesting proposals from qualified vendors to provide an **eProcurement solution and services** to support procurement operations. The solution must be intuitive, customizable, and designed to meet the needs of administrative staff and end users. End-user training shall be included as part of the implementation to ensure successful adoption.

#### 3.1 Core System Requirements

The eProcurement solution shall:

- Provide functionality to manage solicitations, bidding, evaluation, and award.
- Support electronic approvals, notifications, audit trails, and history.
- Allow for user-friendly navigation and ease of use across varying user skill levels.
- Offer customization to align with the City's policies, workflows, and reporting requirements.
- Manage user roles and permissions.
- Limit visibility to certain groups or individuals.
- Prefer test/training environments.

#### 3.2 Contract Management

The City is also considering a contract management tool. Each department manages their own contract lists in a variety of ways, from Excel spreadsheets to Access databases. The City is seeking a city-wide solution to manage and track all contracts as well as support the procurement function in managing suppliers and posting solicitations electronically.



# NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

## 3.3 Optional Modules

Vendors are encouraged to provide information and pricing for optional modules that may enhance the City's procurement operations. These may include, but are not limited to:

- Vendor Management
- Emergency Operations Support
- Insurance Certificate Tracking and Compliance
- eSign
- AI software

## 3.4 Training and Support

- Provide comprehensive end-user training as part of implementation.
- Offer training materials and ongoing support resources for staff at all levels.
- Prefer options for refresher training and onboarding of new staff.

## 3.5 Implementation and Pricing

- Proposals shall include an implementation plan, timeline, and methodology.
- Pricing shall be itemized to show the core solution separately from each optional module.
- Vendors shall describe any ongoing maintenance, subscription, or support costs.

## 3.6 Future Enhancements

- Vendors are encouraged to identify additional modules, features, or system capabilities not specified in this RFP that may provide value to the City.
- Proposals shall include descriptions, pricing, and implementation considerations for any such additional options.

## SECTION 4.0 - TERM OF CONTRACT

The initial term of the contract shall be five (5) years. The contract may be renewed for up to two (2) additional one-year periods upon mutual written agreement of both parties at the rates identified herein.

## SECTION 5.0 – PROPOSAL INFORMATION

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

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

- Request for Proposals (RFP) – the prospective provider is required to respond in writing using **Section 5.10 Format of Response**. All proposal information should be contained in the material submitted. The answers will be reviewed by City staff.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

- Presentation and Interview/Demo – Based on the RFP, City staff may narrow the most responsive proposals to present/demonstrate the eProcurement tool and interview. Following this review, the final selection will be based on the proposal that best meets the requirements set forth in the RFP and is in the best interest of the City. At the time the City awards an Agreement for eProcurement Services, it will be based on the proposals received without additional submissions from the provider.

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

### 5.2 **Addenda**

Addenda are any graphic or written instruments issued by the City of Marion prior to the date for receipt of proposals, which modify or interpret this document by additions, deletions, clarifications, or corrections. The City of Marion will try to email all known to have received documents the addenda however it is the proposer's responsibility to refer to the City of Marion website for the addenda. No addenda will be issued later than October 24, 2025, except an addendum postponing or withdrawing the request for qualifications.

### 5.3 **Exceptions**

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

### 5.4 **Withdrawals**

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

### 5.5 **Proposal Clarification Questions**

After reviewing all proposals received in response to this RFP, the City of Marion may develop a list of clarification questions to be addressed by the proposer. The City will email/send these questions to the proposer for clarification. The proposer shall provide a response to the City within five (5) working days following receipt of the inquiry.

### 5.6 **Evaluation Criteria**

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

| Criteria                                    | Weight (%) |
|---------------------------------------------|------------|
| Ease of use for internal and external users | 30%        |
| Ability to meet or exceed specifications    | 25%        |
| Total yearly cost                           | 25%        |
| Quality of Proposal                         | 10%        |
| Training and support options                | 10%        |



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

|                      |             |
|----------------------|-------------|
|                      |             |
| <b>Overall Score</b> | <b>100%</b> |

### 5.7 **Evaluation Results**

Based on evaluation results, City staff will determine which proposers, if any, are invited to proceed further in the process. If such option is exercised by the City, a presentation / interview schedule will be determined following the City's review of the proposals. The City will notify the selected proposers of the date and time for its presentation. The quality of the client references should be determined prior to submitting a formal recommendation to the City Manager.

The combined process of the RFP, the presentation/demo and interview, and the client references will enable the City's panel to determine the single most qualified proposer to be awarded the agreement, pending negotiations. If the first chosen proposer does not reach an agreement thirty (30) days after its selection by the City's administration, the City reserves its right to award the agreement to the next most qualified proposer as determined by the City.

### 5.8 **Acceptance**

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

### 5.9 **Proposal Award**

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

### 5.10 **Format of Response**

To facilitate the review process, all proposals are limited to a maximum of twenty-five (25) pages (excluding the forms in the RFP) using at least 11-point font. Any proposals exceeding 25 pages will be declared unresponsive. Efforts for conciseness will be well received and carefully considered. The objective is to provide the City with an adequate understanding of your abilities and the extent of services the proposer provides.

Supplemental information (i.e. brochures, sample documents) either requested by the City or considered by the proposer to be appropriate may be included at the end of the RFP (these items will not count towards the page limit). When submitting supplemental information, clearly identify



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

what item number the supplemental information addresses. Although supplemental information may be submitted, the reviewers will focus primarily on written answers.

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

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

5.10.1 **Signed Introductory Letter** will include a statement that the proposer “Agrees to all the requirements and conditions stated in the Request for Proposals documents” and will be signed by an officer of the proposer with the authority to enter into an agreement with the City.

5.10.2 **Description of Work** proposed for this project will include a recommended timeline and approach. Expectations in Section 3.0 – Description of Work should be addressed.

In addition, Proposers should outline how their solution meets the City’s requirements, the degree of customization available, and the approach to end-user training. Vendors offering optional modules are encouraged to provide pricing, implementation details, and any integration features that demonstrate added value.

5.10.3 **Profile of the Proposer/Certification (Form A)**  
The profile will contain general information regarding the proposer.

5.10.4 **Summary of Proposer Qualifications** will include a discussion of relevant similar customers with an emphasis on governmental agencies located within the Marion Metro area and the State of Iowa.

5.10.5 **Summary of Team Qualifications** will include the proposed teams for implementation and for ongoing servicing of the City’s program. Key details in staff biographies should include relevant experience and qualifications of the team members in addition to identifying their role within the organization and their role as it relates to this project.

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

5.10.7 **True/False Requirement Checklist (Form C)**  
Completed mandatory requirement checklist. Proposer must reply to all questions with an appropriate response indicating (“T” – True) or (“F” – False) to the questions noted.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

5.10.8 **Exceptions (Form D)**

The proposer shall list any exceptions taken with items or terms required in this proposal.

5.10.9 **Cost Proposal (Form E)**

Procurement services are expected to be provided at a flat rate. Proposal should include the total cost.

5.10.10 **Proposer Acknowledgement and Acceptance (Form F)**

The proposer is required to acknowledge and accept the terms, conditions, addenda, and specifications outlined in this Request for Proposal (RFP) and the Professional Service Agreement.





## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

### FORM A – PROFILE OF PROPOSER/CERTIFICATION

|                                                                                                                                                                                                                                           |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Company Name:</b>                                                                                                                                                                                                                      |  |
| <b>Legal Name (if different):</b>                                                                                                                                                                                                         |  |
| <b>Years in Business:</b>                                                                                                                                                                                                                 |  |
| <b>Years providing procurement services:</b>                                                                                                                                                                                              |  |
| <b>Number of public entities you have provided procurement services to within the last 5 years:</b>                                                                                                                                       |  |
| <b>Contact Person:</b>                                                                                                                                                                                                                    |  |
| <b>Full Mailing Address:</b>                                                                                                                                                                                                              |  |
| <b>Telephone Number:</b>                                                                                                                                                                                                                  |  |
| <b>Fax Number:</b>                                                                                                                                                                                                                        |  |
| <b>Email Address:</b>                                                                                                                                                                                                                     |  |
| <b>Website:</b>                                                                                                                                                                                                                           |  |
| <b>Number of Full-Time Employees:</b>                                                                                                                                                                                                     |  |
| <b>Does your company anticipate any mergers, transfer of ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?</b> |  |



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

### FORM B - REFERENCES

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

#### Reference 1

|                                |  |
|--------------------------------|--|
| <b>Organization Name:</b>      |  |
| <b>Address:</b>                |  |
| <b>Type of Business:</b>       |  |
| <b>Contact Person:</b>         |  |
| <b>Contact e-mail:</b>         |  |
| <b>Telephone Number:</b>       |  |
| <b>Date of Service Period:</b> |  |
| <b>Description of Service:</b> |  |

#### Reference 2

|                                |  |
|--------------------------------|--|
| <b>Organization Name:</b>      |  |
| <b>Address:</b>                |  |
| <b>Type of Business:</b>       |  |
| <b>Contact Person:</b>         |  |
| <b>Contact e-mail:</b>         |  |
| <b>Telephone Number:</b>       |  |
| <b>Date of Service Period:</b> |  |
| <b>Description of Service:</b> |  |



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

### Reference 3

|                                |  |
|--------------------------------|--|
| <b>Organization Name:</b>      |  |
| <b>Address:</b>                |  |
| <b>Type of Business:</b>       |  |
| <b>Contact Person:</b>         |  |
| <b>Contact e-mail:</b>         |  |
| <b>Telephone Number:</b>       |  |
| <b>Date of Service Period:</b> |  |
| <b>Description of Service:</b> |  |



# NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

## FORM C – TRUE/FALSE REQUIREMENT CHECKLIST

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

Proposer must reply to all questions outlined with an appropriate response indicating (“T” – True statement) or (“F” - False) . Clarifications or additional details should be included in the clarifications section after the true/false statements.

| True/False Statements                                                                                                                                                                                                    | T | F |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|
| The Proposer will furnish a current dated W9 and contact information to the City before services begin.                                                                                                                  |   |   |
| The Proposer will accept Net 45 invoice terms.                                                                                                                                                                           |   |   |
| Upon execution of the contract, the Proposer will provide a certificate of insurance.                                                                                                                                    |   |   |
| The Proposer is willing to sign the City’s Professional Service Agreement (template attached herein) without significant modifications.                                                                                  |   |   |
| The Proposer will comply with the insurance requirements outlined in this RFP or will propose alternative insurance requirements and state the reasons for said alternative.                                             |   |   |
| The Proposer is able to attend City Council Meetings upon request (late January/February 2026).                                                                                                                          |   |   |
| The Proposer is available for a demonstration and interview on one of the following days, if requested: December 1 - 5, 2025.                                                                                            |   |   |
| <b>Core Procurement Service Requirements</b>                                                                                                                                                                             |   |   |
| The system provides electronic solicitation, bidding, evaluation, addenda, and award functionality for all types of solicitations (Request for Bid, Request for Qualification, Request for Quote, Request for Proposal). |   |   |
| The system supports electronic approvals and routing workflows.                                                                                                                                                          |   |   |
| The system maintains an audit trail of all procurement activities.                                                                                                                                                       |   |   |
| The system is customizable to align with organizational policies and workflows.                                                                                                                                          |   |   |
| The system has the ability to manage user roles and permissions.                                                                                                                                                         |   |   |
| The system is intuitive and user-friendly for staff with varying skill levels.                                                                                                                                           |   |   |
| The system has test/training environments (separate from production).                                                                                                                                                    |   |   |
| The initial production data can be copied to the test environment without manual intervention for user testing.                                                                                                          |   |   |
| The system has the ability to limit visibility to certain groups or individuals.                                                                                                                                         |   |   |
| Bidders/Proposers are not required to pay a registration fee to use the tool.                                                                                                                                            |   |   |
| <b>Training and Support</b>                                                                                                                                                                                              |   |   |
| End-user training is included in the implementation.                                                                                                                                                                     |   |   |
| Training materials are provided for staff at all levels.                                                                                                                                                                 |   |   |
| Refresher training and onboarding support for new staff are available.                                                                                                                                                   |   |   |
| <b>Implementation and Pricing</b>                                                                                                                                                                                        |   |   |
| The proposal includes an implementation plan and timeline.                                                                                                                                                               |   |   |
| Pricing for the core eProcurement solution is provided separately from optional modules.                                                                                                                                 |   |   |
| Ongoing support and maintenance costs are clearly identified.                                                                                                                                                            |   |   |



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

|                                                                                                                  |          |          |
|------------------------------------------------------------------------------------------------------------------|----------|----------|
| <b>True/False Statements</b>                                                                                     | <b>T</b> | <b>F</b> |
| <b>Future Enhancements</b>                                                                                       |          |          |
| Descriptions of additional modules or system features beyond those requested have been included in the proposal. |          |          |
| <b>Reporting and Analytics</b>                                                                                   |          |          |
| Comprehensive reporting capabilities exist to track procurement performance.                                     |          |          |
| Dashboards are customizable with key performance indicators and data visualization tools.                        |          |          |
|                                                                                                                  |          |          |
|                                                                                                                  |          |          |
|                                                                                                                  |          |          |
|                                                                                                                  |          |          |
| Provide clarification if needed for any of the above responses:                                                  |          |          |
|                                                                                                                  |          |          |

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



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

### **FORM D – EXCEPTIONS**

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





## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

Please indicate the total cost for each year or specify if the module is included within the Core Services pricing.

| Other/optional Procurement related modules | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Each add'l year | Number of users OR note unlimited |
|--------------------------------------------|--------|--------|--------|--------|--------|-----------------|-----------------------------------|
| eSign module                               |        |        |        |        |        |                 |                                   |
| AI software                                |        |        |        |        |        |                 |                                   |
| Insurance Certificate Management module    |        |        |        |        |        |                 |                                   |
| Emergency Operations module                |        |        |        |        |        |                 |                                   |
| Contract Management module                 |        |        |        |        |        |                 |                                   |
|                                            |        |        |        |        |        |                 |                                   |
|                                            |        |        |        |        |        |                 |                                   |
|                                            |        |        |        |        |        |                 |                                   |
|                                            |        |        |        |        |        |                 |                                   |
|                                            |        |        |        |        |        |                 |                                   |

### FORM F - PROPOSER ACKNOWLEDGEMENT AND ACCEPTANCE

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

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

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





## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

### Addenda Acknowledgment

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

### Company Information:

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

### Personnel:

Name and title of person overseeing the City account: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_



# NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

## STANDARD TERMS AND CONDITIONS

### **Additions/Deletions of Service**

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

### **Incurring Costs**

The City is not liable for any costs incurred in replying to this solicitation or any travel expenses if invited to an interview.

### **Contract Negotiations**

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

### **OSHA Inspections/Citations**

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

### **Other Potential Safety Hazards**

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

### **Tools and Equipment**

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

### **Warranties- Work**

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

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



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

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

### **Warranties - Intellectual Property**

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

### **Hold Harmless**

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

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

### **Contract Duration And Price Changes**

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

### **Contract Documents**

The proposer's response to this RFP, response to questions and written addenda will become part of the contractual documents upon signing of contract documents. The order of precedence shall be signed



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

contract, response to follow-up questions, response to addenda and response to the RFP. The most recently dated response to an item will supersede other items referencing the same topic.

### **Confidentiality Of Information**

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

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

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

### **Non-Discrimination**

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

### **Insurance Requirements**

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

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

#### GENERAL LIABILITY:

Each Occurrence \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate \$2,000,000

Contractual Liability

Coverage for operations by independent service providers



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

### AUTOMOBILE LIABILITY:

Combined Single Limit \$1,000,000  
Hired, Owned, and Non-Owned  
Liability Contractual Liability

### UMBRELLA/EXCESS LIABILITY

Limit: \$1,000,000

### WORKERS COMPENSATION:

State Statutory Limits: \$500,000/\$500,000/\$500,000  
Waiver of Subrogation in favor of the City of Marion

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

### **List Certificate Holder Information As:**

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

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

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

### **Taxes**

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

### **Payment Terms**

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

Proposer must provide contact information in the form of the City vendor registration form and W9 upon award of the contract to [purchasing@cityofmarion.org](mailto:purchasing@cityofmarion.org).



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

### **Withholding Payment**

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

- a) Work that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the service provider.
- b) Damage for which service provider is liable under the Contract.
- c) Valid lines or claims of lien.
- d) Valid claims of Subcontractors or other people.
- e) Delay in the progress or completion of the work.
- f) Inability of service provider to complete the work.
- g) Failure of service provider to properly complete or document any pay request or invoice.
- h) Any other failure of service provider to perform any of its obligations under the Contract; or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in the Contract.

### **Service Provider's Employees**

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

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

### **Safety**

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

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



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

the City, the City may, at its option, have the damage repaired at the service provider's expense to be reimbursed to the City.

### **Subcontracts - Assignments**

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

## **PROFESSIONAL SERVICE AGREEMENT**

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

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

**WHEREAS**, the City solicited proposals for said Services; and

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

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

1. Duties of the Service Provider: The Service Provider agrees to perform all those duties set forth in the Scope of Work attached as "Exhibit A"
2. Duties of the City: The City agrees to perform the following duties:
  - a. Make payments in accordance with the other provisions of this Agreement.
3. Fees, Billing, and Payment:
  - a. Fees shall be charged in accordance with the Schedule of Fees attached as "Exhibit B."
  - b. The total amount of fees shall not exceed \$\_\_\_\_\_.
  - c. The Service Provider shall submit regular invoices to the City for work performed pursuant to the terms of this Agreement.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

- d. Payment will be made by the City within forty-five (45) days of receipt of an accurate invoice, approved by the City's contact person or his/her designee.
4. Indemnification and Hold Harmless: The Service Provider agrees to indemnify and hold harmless the City and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising out of negligent or intentional act or error or omission of the Service Provider, its agents, servants or employees in the performance of services under this agreement, whether direct or indirect, except that Service Provider shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the City or any of its officers, agents or employees.

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

5. Insurance: The required coverage limits are:

GENERAL LIABILITY:

Each Occurrence \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate \$2,000,000

Contractual Liability

Coverage for operations by independent service providers

AUTOMOBILE LIABILITY:

Combined Single Limit \$1,000,000

Hired, Owned, and Non-Owned Liability

Contractual Liability

UMBRELLA/EXCESS LIABILITY

Limit: \$1,000,000

WORKERS COMPENSATION:

State Statutory Limits:

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

Waiver of Subrogation in favor of the City of Marion





## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

6. The contact person for each party shall be:
  - a. For the City:
  
  
  
  
  
  
  
  
  
  
  - b. For the Service Provider:
  
7. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term as described herein.
  
8. Non-Discrimination: The service provider contractually agrees to administer all functions pursuant to this Agreement without discrimination because of age, color, creed, disability, familial status, gender identity, lawful source of income, marital status, national origin, race, religion, or sex or sexual orientation. Further, the service provider agrees to comply with all applicable provisions in the Federal Americans with Disabilities Act and Civil Rights Act of 1964.
  
9. Governing Law and Jurisdiction: The parties agree that this Agreement is governed by the laws of the State of Iowa, and the 6th Judicial District in the State of Iowa shall have exclusive jurisdiction over any claim or claims arising out of or related to this Agreement.
  
10. Amendment: This Agreement may be amended in writing by mutual agreement of the City and the Service Provider.
  
11. Severability: The parties intend and agree that if any provision of this Agreement or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.
  
12. Assignment: This Agreement shall not be assigned without the prior written consent of the parties.
  
13. Entire Agreement: This Agreement along with the terms and conditions set forth in the solicitation document incorporated by reference herein and attached as Exhibit \_\_\_\_\_ shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Agreement
  
14. Term: This Contract, unless amended as provided herein, shall be in effect until \_\_\_\_\_.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) E-PROCUREMENT SOLUTION AND SERVICES

15. Waiver: Waiver of any provision of this agreement shall neither be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect, nor shall any waiver be deemed to constitute a waiver of any other provision, whether or not similar.

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

**"CITY":**

**CITY OF MARION**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Rachel Bolender, City Clerk

**"SERVICE PROVIDER":**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_