



CITY OF IOWA CITY

410 East Washington Street  
Iowa City, Iowa 52240-1826  
(319) 356-5000  
(319) 356-5009 FAX  
www.icgov.org

**DATE:** September 2, 2016

**REQUEST FOR PROPOSAL:**

**#17-40, Tree Inventory Services for the City of Iowa City's Forestry Division**

**NOTICE TO PROPOSERS:** Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

**ADDRESS PROPOSALS TO:**

Attention City Clerk's Office  
City of Iowa City  
410 E. Washington Street, RM 140  
Iowa City, IA 52240-1826

on or before the local time and date specified below. Proposals shall be in a **sealed** envelope or container and clearly marked on the front "**Request for Proposal for Tree Inventory Services for the City of Iowa City's Forestry Division, #17-40.**"

**FAXED or E-mailed Proposals will not be accepted.**

**BONDS AND INSURANCE:** Insurance is required for this project, as specified in Section III. B  
No bid security or performance bond is required.

**QUESTIONS:** All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative. All questions will be answered on an individual basis and will not be posted to the City's website. In order to receive a response all questions must be **in written form** and be submitted via e-mail no later than **noon (local time), September 21, 2016.**

Purchasing:  
Mary Niichel-Hegwood  
Purchasing Agent  
[mary-niichel@iowa-city.org](mailto:mary-niichel@iowa-city.org)  
(319) 356-5078

No other City Representative should be contacted regarding this Request for Proposal. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

**PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (local time), September 28, 2016.**  
Proposers must submit four (4) copies of their proposal.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the proposer. Similarly, the City is not responsible for, and will not open, any proposal responses which are received later than the date and time stated above.

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**SECTION I. PROPOSAL SUBMITTAL CHECKLIST**  
**DOCUMENTS REQUIRED TO BE SUBMITTED WITH THIS PROPOSAL**

**(Please review the following checklist to make sure the documents  
are included in all four (4) copies of the submitted proposal)**

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

**Section 1 - Executive Summary**

Letter of submission: A letter, on the proposer's letterhead stationery, summarizing the submitted proposal. The letter must be signed by an officer of the proposer or a designated agent empowered to bind the firm in the contract offer. Acceptance or exception to our terms must be noted in the letter. Letter shall include the name, address, phone number and email address of the person(s) who will: a) serve as the Project Manager for the project and b) serve as the Principal Contact with the City.

**Section 2- Company History**

Background information on your company, including, but not limited to, the official name of your company, permanent address of your company, the age of the business, the number of employees, and other data that will allow the City of Iowa City to determine the capability of your firm to meet all contractual requirements.

**Section 3 - Respondent's Expertise & Key Personnel**

Provide a complete list of key personnel who will work on the project along with their professional experience and their role/responsibility.

**Section 4 – Experience with Similar Projects**

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

**Section 5 - Proposed Project Work Plan**

Project work plan: This should include a project plan and time schedule describing the general work tasks and personnel assigned to the project. It shall include estimated task/phase completion dates. This may include weekly meetings with the project manager, as well as the City's Superintendent of Parks & Forestry, and staff from the City's Public Works Department, ITS Division, and others as needed.

**Section 6 - References**

Client References: Provide names, addresses, phone numbers and email addresses of three (3) client references for projects of similar size. *Each listed reference should include a brief description and scope of services that were provided. This section must be submitted in addition to section 4 - Experience with Similar Projects.*

**Section 7 – Pricing and Company Information Form**

A comprehensive and detailed listing of all tasks to be included in the all-inclusive firm fixed fee for the project. All reimbursable expenses and fees incurred by the company to perform the work must be part of the firm fixed fee. A per tree cost will not be accepted. Exclusion of any costs for this project will be the responsibility of your company. Submit a completed and signed Pricing and Company Information Form (**see the required form in Section V**).

**Note:** The submitted proposal must include the items listed above and must be sealed at submission

time. Failure on the proposer's part to submit a sealed proposal and a complete proposal may be cause for rejection of the submitted proposal.

## **SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL**

### **A. PROJECT PURPOSE:**

The City of Iowa City Forestry Division is seeking proposals from qualified firms to conduct a comprehensive tree inventory per the terms, conditions, and specifications of the Request for Proposal document.

The City of Iowa City has determined that a comprehensive tree inventory is essential to the City's on-going effort to efficiently manage the urban forest and ensure the community has a healthy, sustainable urban tree canopy. The City seeks to accomplish the following goals with this project:

- Locate, assess, and inventory all publicly maintained street/park trees located within the limits of Iowa City.
- Record critical tree attributes by professional and skilled arborists.
- Identify possible future planting sites that have no existing trees.

The entire inventory must be completed and submitted to the City's Superintendent of Parks & Forestry by September 30, 2017.

### **B. BACKGROUND:**

The tree inventory will be used as a management tool by Forestry staff within the Parks and Recreation Department. This management tool shall focus on tree risk/public safety, tree protection/preservation, and tree replacement. The tree inventory will become part of the City's asset inventory and stored in the City's enterprise ESRI geodatabase. It must also include attributes needed for utilization of the iTREE suites of software.

The project areas shall be on the City street Right of Way. Golf courses and parks are not to be inventoried at this time, however there may be other areas added to the inventory that do not fit into the previously mentioned categories. There have been some rough estimates made for total number of trees within the proposed area. These estimates range from 20,000 to 50,000 street trees. Total area of Iowa City is 25.28 square miles with approximately 319 miles of roadway.

### **C. DATA DELIVERY FORMAT:**

1. All tree inventory data shall be delivered in USDA iTree Streets and ESRI formats. The City of Iowa City currently utilizes an enterprise ESRI ArcGIS 10.3.1 environment on a SQL Server platform, therefore all geospatial data shall be delivered in an ESRI-compatible file geodatabase.
2. The inventory must be performed using GPS equipment or other GIS-compatible data collection hardware accurate to within 2 feet of the geographic center of the tree trunk.
3. The inventory shall be delivered in the following coordinate system: Iowa State Plane, South Zone (FIPS 1401), 1983 North American Datum (NAD83), 2011 Adjustment, and units in feet.
4. The Consultant shall provide a full metadata reference for all delivered data. All accompanying metadata shall be compiled to the current standard endorsed by the Federal Geographic Data Committee (FDGC).
5. The Consultant shall provide an ESRI-compatible file geodatabase containing all relevant feature datasets, feature classes, domains, tables, relationship classes, and attachments. Photos may be included as attachments or stored in a file location with hyperlinks stored in the tree point feature class.
6. The Consultant shall associate individual tree locations with existing address point and street segment identification numbers maintained by the City, which will be supplied to the Consultant by the City upon contract award.

7. GIS data may include, but not limited to, the following:
  - a. Orthoimagery:
    - Spring 2014, 3" resolution
    - Spring 2012, 3" resolution
    - Spring 2008, 6" resolution
  - b. Pictometry Ortho Mosaic Tiles:
    - Fall 2012, 3" resolution
    - Spring 2011, 6" resolution
  - c. LiDAR data:
    - Spring 2014, 1" contours
  - d. Parcel polygons, address points, street centerlines, right of way polygons and additional feature classes as available.

**D. SCOPE OF SERVICES:**

**1. Data Collection Requirements**

At a minimum, data collection must include the following:

- a. Location – Address including house number, street name, City address ID, and City street segment ID with schema matching current City GIS address and street data.
- b. Species – Trees are identified by genus and species using both botanical and common names and by cultivars where appropriate.
- c. Trunk diameter (to the nearest inch) at 4.5 feet above the ground.
- d. Overall Condition

The general condition of each tree is evaluated in accordance with the International Society of Arboriculture rating system:

Excellent-Trees in this class are judged to be exceptional trees possessing the best qualities of the species. They have excellent form, very minor maintenance issues, with virtually no dead branches, deformities or nutritional problems. These trees are in an acceptable location and can be expected to achieve a full mature shape and life expectancy. (ISA Rating 100%) List if EAB infested and at what stage.

Good-Trees in this class are judged to be desirable and with proper maintenance can be returned to excellent classification. They may be interfering with utility lines, planted in an overcrowded location, or have minor insect, pathogen or nutritional deficiencies. (ISA Rating 80%+) List if EAB infested and at what stage.

Fair-Trees in this category have some or all of the following problems: large dead limbs representing less than one-third of the canopy, large cavities in the trunk, major deformities, girdling roots, obvious insect, pathogen, or nutritional problems. (ISA Rating 60%) List if EAB infested and at what stage.

Poor-Trees in this group are in degraded condition with irreversible problems. These can include dead branches representing 50% or more of the canopy, drastic deformities,

multiple trunk cavities, and severe insect, pathogen or nutritional problems. (ISA Rating 40%) List if EAB infested and at what stage.

Removal-Trees in this category are either already dead or in such poor condition that removal is required. These trees have over 90% dead branches and/or have completely succumbed to insects, pathogens or nutritional deficiencies. (ISA Rating of Less than 40%) List if EAB infested and at what stage.

e. Risk Assessment

During the inventory, each tree will be assigned a risk rating. A Level 2 Qualitative risk assessment will be performed based on ANSI A300 (Part 9) standards, along with the companion publication Best Management Practices: Tree Risk Assessment, published by the International Society of Arboriculture (2011). Trees are subject to various failure scenarios which help determine risk rating. The failure mode (i.e., branch, whole tree, codominant stem) with the greatest risk will serve as the overall tree risk rating. The specified time period for the risk assessment is one year.

Ratings are determined by the following criteria:

- i.) Likelihood of Failure. Identifies the most probable failure and rates the likelihood that structural defect(s) will result in failure based on observed current conditions.
- ii.) Likelihood of Impacting a Target. The rate of occupancy of targets within the target zone and any factors that could affect the failed tree as it falls toward the target.
- iii.) Categorizing Likelihood of Tree Failure Impacting a Target. The likelihood of failure and target impact are combined in the matrix below to determine the likelihood of tree failure impacting a target.

Likelihood of Failure	Likelihood of Impacting Target			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat Likely	Likely	Very Likely
Probable	Unlikely	Unlikely	Somewhat Likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat Likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

f. Consequence of Failure

The consequences of tree failure are based on the level of target and potential harm that may occur. Consequences can vary depending upon the size of defect, distance of fall for the tree or limb, and any other factors that may protect a target from harm. Target values are subjective, but efforts will be made to assess them from the City's perspective.

g. Risk Rating

The tree's risk rating is determined based on combining the likelihood of tree failure impacting a target and the consequence of failure in the matrix below.

Likelihood of Failure	Consequences			
	Negligible	Minor	Significant	Severe
Very Likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat Lik	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

h. Maintenance Needs

The following maintenance categories will be collected:

Immediate Removal-Trees designated as immediate removals are dead or have one or more defects that cannot be cost-effectively remedied. List if EAB infested and at what stage.

Removal-Trees designated as removals should be removed, but do not pose a liability as great as the immediate priority or pose minimal liability. List if EAB infested and at what stage.

Immediate Priority Pruning-Trees in this category require pruning to remove deadwood and/or broken branches that pose a potential risk to people or property. These trees have broken and/or hanging limbs, hazardous deadwood and dead, dying or diseased limbs or leaders greater than four inches in diameter. List if EAB infested and at what stage.

High Priority Pruning-Trees in this category require pruning to remove deadwood and/or broken branches that pose a potential risk to people or property. These trees have broken and/or hanging limbs, hazardous deadwood and dead, dying or diseased limbs or leaders greater than two but less than four inches in diameter. List if EAB infested and at what stage.

Routine Pruning-Trees in this category have characteristics that could become risks if not corrected. Deadwood is less than two inches in diameter. List if EAB infested and at what stage.

Training Pruning-This category includes trees less than 20 feet in height with correctable structural problems or minor amounts of deadwood that pose little or no threat of personal injury or property damage. Pruning at this stage is relatively inexpensive but can have significant effects in the future. List if EAB infested and at what stage.

Planting location-Locations where no tree exists, but fit with current city standards for a tree location. Parameters include: Minimum of 10-30 linear feet (*depending on species*) to the trunk of the nearest tree, minimum of 30 feet from fire hydrants, water lines, driveways and alley entrances, minimum of 10-30 linear feet (*depending on species*) from street light poles, 30 feet from street intersections, parkway must be at least 6 feet wide.

i. Location of Utilities

Where possible, the inventory will indicate the type of utilities at each location.

2. Quality Control

- a. The Consultant shall be experienced in performing successful tree surveys for other similarly sized municipalities.

- b. The Consultant should have ISA certified arborists conduct the inventory. All managing inventory arborists shall be ISA certified arborists.
- c. An ISA Certified arborist shall be on-site regularly to field-check the data collected by other staff to assure adherence to City work specifications and national industry standards.

**E. PROPOSAL REQUIREMENTS:**

1. To qualify for award, the proposer must have a minimum of five (5) years experience performing the proposed services.
2. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal implies proposer's acceptance of the terms and conditions herein, unless otherwise stated.
3. The proposer is responsible for all costs related to the preparation of this proposal.
4. Any costs associated with the services not specifically set forth in this Request for Proposal will be the responsibility of the proposer, and will be deemed included in the fees and charges bid herein.
5. Proposed pricing shall specify F.O.B. destination.
6. Responses may be rejected if the proposer fails to perform any of the following:
  - a. To adhere to one or more of the provisions established in this Request for Proposal
  - b. To demonstrate competence, experience, and ability to provide the services described in this Request for Proposal
  - c. To submit a response on or before the deadline and complete all required forms
  - d. To respond to a written request for clarification or additional information
7. Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

**F. CONTRACT NEGOTIATIONS:**

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

**G. CONTRACT AWARD:**

1. The vendor's proposal must be complete to be considered for award.
2. The vendor shall not subcontract any part of this contract without the prior written approval of the City. All subcontractors working on this contract must be employed by and responsible to the awarded vendor.
3. The City reserves the right to qualify, accept, or reject any or all proposers as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
4. It is the City's intent to make an award within ninety (90) working days of the proposal due date to allow for any product testing.

5. Award, if made, will be in accordance with the terms and conditions herein.
6. Award, if made, shall be in the form of a Purchase Order.
7. Any change to the contract must be approved in writing by the City of Iowa City Purchasing Agent and the vendor.
8. Consideration will be given to, but not limited to, company history, company experience with similar projects, customer satisfaction and references, staff qualifications, proposed work plan and timeframe, and pricing.
9. The awarded vendor must complete and return the City's **Contract Compliance Document** before the Purchase Order will be issued.
10. The awarded vendor(s) will be required to submit a current certificate of insurance before the Purchase Order is issued. The certificate of insurance shall include the following items:
  - The City of Iowa City will be named as additional insured
  - Project bid number and project title as the description
  - Insurance carriers will be rated as A or better by A.M. Best
11. The awarded vendor shall submit to the City Arborist a separate written schedule and systematic approach to inventorying the City's trees. The awarded vendor shall work with the City's Superintendent of Parks & Forestry to develop a work plan that has the ability to complete the inventory By September 30, 2017

#### **H. EVALUATION PROCESS:**

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's requirements. The following table lists the maximum points associated with each category.

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions, pricing, installation schedule, and overall responsiveness to the Request for Proposal.

**“Proposer submission of a proposal implies proposer acceptance of the evaluation technique and proposer recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”**

<u>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Company History and Staff Qualifications	20
Customer Satisfaction, References, Previous Experience on Similar Projects	30
Proposed Project Work Plan and Timeframe	30
Pricing	<u>20</u>
<b>Total Points</b>	<b>100</b>

**SECTION III. GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**  
**CITY OF IOWA CITY – PURCHASING DIVISION**

The general rules and conditions which follow apply to all proposals issued by the City unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.

**REQUEST FOR PROPOSAL (RFP):** is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is **NOT** a bid and is not governed by state or federal bidding requirements.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the Proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

**A. CONDITIONS FOR PROPOSING**

1. **NO CONTACT POLICY.** After the date and time established for receipt of proposals by the City, any contact initiated by the Proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.
2. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:  

Attn: City Clerk's Office  
City of Iowa City  
410 E. Washington St., RM 140  
Iowa City, Iowa 52240-1826
4. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.

5. **RECEIPT OF PROPOSALS.** Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.
6. **PROPOSALS BINDING 120 DAYS.** Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. **TRADE SECRETS OR PROPRIETY INFORMATION.** Responses to this Request for Proposal become the exclusive property of the City of Iowa City. All documents submitted in response to this Request for Proposal may be regarded as public records and may be subject to disclosure. Protection from disclosure may apply to those elements in each submittal which are marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". During the course of the submittal evaluation process or the course of the project, City of Iowa City will accept materials clearly and prominently labeled "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by the respondent or other submitting party. The City of Iowa City will not advise as to the nature of the content of the documents entitled to protection to disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" as it determines to be appropriate. Respondents which indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be deemed non-responsive.  
The City of Iowa City will endeavor to advise the Respondent of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the proposer or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested material, the proposer shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the proposer of the request for disclosure, and the City of Iowa City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City of Iowa City or their officers, employees, consultants, or subconsultants.
8. **MULTIPLE PROPOSALS.** Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. **COMPETENCY OF PROPOSER.** No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. **COLLUSIVE PROPOSING.** The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the

proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

11. **OFFICERS NOT TO BENEFIT.** Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. **EQUAL EMPLOYMENT OPPORTUNITY.** All Proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.
13. **WAGE THEFT.** All City contractors with contracts of \$25,000 or more must abide by the requirements of the City's Wage Theft Policy. Pursuant to the Wage Theft Policy, the City will not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

**B. BONDS AND INSURANCE**

1. **BID SECURITY.** **When required,** no bid shall be considered unless accompanied by either of the following forms of bid security:
  - a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
  - b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

The bid security shall be made payable to the TREASURER OF THE CITY OF IOWA CITY, IOWA, and shall be forfeited to the City of Iowa City as liquidated damages in the event the successful Proposer fails to enter into a contract within fourteen (14) calendar days and, when required, post bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the provisions of the bid documents and other contract documents. The amount of the check, draft or bond shall not constitute a limitation upon the right of the City of Iowa City, Iowa, to recover for the full amount of such damage.

Security deposits of the lowest two (2) or more Proposers may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. **PERFORMANCE BOND.** When required, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.
3. **INSURANCE REQUIREMENTS.** When required, the successful Proposer shall provide insurance as follows:
- a. Certificate of Insurance; Cancellation or Modification
1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
  2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
  3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
  4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

b. **Minimum Coverage**

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

Insurance Requirements		
Informal Project Specs: Class I (under \$1M)		
Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor's Insurance carrier be "A" rated or better by A.M. Best.

**WHEN ADDITIONALLY REQUIRED:**

Errors & Omissions	\$500,000
Fidelity Bond (minimum)	\$ 50,000

**C. SPECIFICATIONS**

1. **FORMAL SPECIFICATIONS.** The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the Proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. **PROPOSED ALTERNATE.** When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by the City unless the Proposer specifically proposes an alternate. In bidding on a proposed alternate, the Proposer shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website: <https://icgov.org/purchasing-bids>

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. It is the Proposer's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

**D. SELECTION OF FIRM**

1. **REJECTION OF PROPOSALS.** The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION.** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature,

the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:

- The quality, availability, adaptability and life cycle costing of the commodities and/or service.
- Guarantees and warranties.
- Ability, capacity and skill to provide the commodities and/or service required within the specified time.
- Ability to provide future maintenance and service.
- Character, integrity, reputation, experience and efficiency.
- Quality of performance of previous and/or existing contracts.
- Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
- Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
- If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
- Such other relevant information as may be secured by the City.
- Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award.

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.
4. PRICING REQUIREMENTS. All pricing submitted by the Proposer shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).
5. PRESENTATIONS. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

Formal presentations will be scored and evaluated by a committee. The evaluation committee will make a recommendation to the City Manager and if required, to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

6. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

## **E. GENERAL CONTRACT PROVISIONS**

1. CONTRACT AWARD. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used,

the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.

2. INSURANCE. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. AVAILABILITY OF FUNDS. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.
4. CHANGE IN LAWS: In the event of a change in law that frustrates the goals of the City relative to this contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.
5. CONTRACT ALTERATIONS. The City reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the City and the Proposer. The Proposer shall not commence any additional work or change the scope of the Service until authorized in writing by the City. Proposer shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Proposer and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
6. SUBLETTING OF CONTRACT. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
7. CONTRACT PERIOD. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
  - a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
  - b. Terminated due to default, as described below.
8. DEFAULT. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

If the Contract is terminated, an award may then be made to the next qualified Proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.

9. DELIVERY FAILURES. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.
10. FORCE MAJEURE. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
11. INDEMNITY. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
  - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.
12. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or

referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

13. **CHOICE OF LAW AND FORUM.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this proposal, including but not limited to any resulting Contract, without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this proposal shall be brought and maintained solely in Johnson County District Court for the State of Iowa, Iowa City, Iowa, or in the United States District Court for the Southern District of Iowa, Davenport Division, Davenport, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability in State or Federal court, which may be available to the Agency or the State of Iowa.

**F. PAYMENT PROVISIONS**

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.
2. **INVOICING.** Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice to:  
Purchasing Division  
City of Iowa City  
410 East Washington St.  
Iowa City, Iowa 52240
3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.
4. **TAXES.** The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

**SECTION IV. CITY OF IOWA CITY WAGE THEFT POLICY**

It is the policy of the City of Iowa City, as expressed by City Council Resolution No. 15-364 adopted on November 10, 2015, not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. (hereinafter “Wage Theft Policy”)

I. **Application.** The Wage Theft Policy applies to the following:

- a. Contracts in excess of \$25,000 for goods, services or public improvements.
- b. Contracts for discretionary economic development assistance. “Discretionary” economic development assistance shall mean any economic development assistance provided by the City of Iowa City that is not required by law.

II. **Exceptions.** The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City’s purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

III. **Affidavit.** **The contracting entity must complete the attached affidavit showing compliance with the Wage Theft Policy and provide it to the Contracting Department prior to the execution of the contract.**

**Contract provision:** Any contract to which this policy is applicable will include the following contract provision: If the City becomes aware that a person or entity (including an owner of more than 25% of the entity) has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, within the five (5) year period prior to the award or at any time after the award, such violation shall constitute a default under the contract.

IV. **Waivers.** If a person or entity is ineligible to contract with the City as a result of the Wage Theft Policy it may submit a request in writing indicating that one or more of the following actions have been taken:

- a. There has been a bona fide change in ownership or control of the ineligible person or entity;
- b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation(s);
- c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or
- d. Other factors that the person or entity believes are relevant.

The City Manager or Designee shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation if warranted and determine whether a reduction in the ineligibility period or waiver is warranted. Should the City Manager or Designee determine that a reduction or waiver of the ineligibility period is warranted the City Manager or Designee shall make such recommendation to the City Council. The City Council will make a final decision as to whether to grant a reduction or waiver.

**SECTION V. PRICING AND COMPANY INFORMATION FORM**

The pricing listed below must include the total cost for the proposer to perform the specified services. Any costs not included in the submitted proposal will be the responsibility of the proposer.

**List all tasks below that will be included in the total project fee. Exclusion of any tasks required to complete the project will be the responsibility of the awarded vendor.**

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**All Inclusive Firm-Fixed Fee for Total Project** \$ \_\_\_\_\_

**Written Total Cost** \_\_\_\_\_  
(Ex. \$200.50, Two hundred dollars and fifty cents)

Designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Exceptions, Deviations or other Agreements**

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

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**Prohibited Interest**

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

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**Liens or Unsatisfied Judgments**

List any and all liens or unsatisfied judgments presently existing against your firm in the space provided below. If your firm has no liens or unsatisfied judgments you must state this also.

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**City of Iowa City Wage Theft Policy**

Your firm must carefully review the policy included in section IV of this Request for Proposal. Any objection that your firm has regarding this policy must be stated in the space provided below. If your firm is in agreement with this policy and is able to uphold the policy, provide a statement in the space provided below.

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The undersigned proposer certifies that this bid is made in good faith, and without collusion or connection with any other person or persons bidding on the project.

The undersigned proposer states that this bid is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the company's submitted proposal and the Request for Proposal prepared by the City of Iowa City, the City's RFP shall prevail.

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to provide all of the required services at the firm fixed price. The City of Iowa City is not responsible for the proposer's failure to provide information and pricing on required items to perform these services.

**AUTHORIZED SIGNATURE:**

**Name of Firm:** \_\_\_\_\_

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

**Signature of Representative:** \_\_\_\_\_

**Title of Authorized Representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Addenda Form**

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____