



CITY OF IOWA CITY

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

DATE: August 2, 2016

REQUEST FOR BID: #17-42 Tree and Stump Removal Services for the City of Iowa City Forestry Division

NOTICE TO BIDDERS: Sealed bids will be received at the Office of the City Clerk, 410 E. Washington Street, Room 140, Iowa City, Iowa 52240, until the time and date specified below.

QUESTIONS: All questions, inquiries, requests for public information and clarifications regarding this Request for Bid can be answered by **e-mailing** the following representative. In order to receive a response they must be in written form and be submitted via e-mail no later than **August 9, 2016, noon (local time)**.

Purchasing:

Mary Niichel-Hegwood
Purchasing Agent
(319) 356-5078

mary-niichel@iowa-city.org

No faxed or e-mailed bids will be accepted.

ADDRESS BIDS TO: Attention of the City Clerk's Office, Iowa City, City Hall, 410 E. Washington Street, Room 140, Iowa City, IA 52240. Bids must be received by the City Clerk's Office **no later than 2:30 p.m. (local time), August 15, 2016**. Bids shall be in a sealed envelope and clearly marked on the front "**Request for Bid #17-42, Tree and Stump Removal Services for the City of Iowa City Forestry Division.**"

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 bidder. Similarly, the City is not responsible for, and will not open, any bid responses which are received later than the date and time stated above.

BID OPENING: **August 15, 2016, 2:30 p.m. (local time)**, City Hall, Helling Conference Room, 410 E. Washington Street, Iowa City, Iowa.

INSURANCE AND BONDS: **Insurance coverage will be required for this contract, Section III, 3, B. No bonding is required.**

NO CONTACT POLICY: After the date and time established for receipt of bids by the City, any contact initiated by any bidder with any City representative, other than the Purchasing Division representative listed herein, concerning this Request for Bid is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

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SECTION I. BID REQUIREMENTS CHECKLIST

The following four items must be included in the vendor's submitted bid:

Section 1 – References

The vendor must include at least three (3) current references where work has been performed similar in scope to this bid, including name and address of company, name, title, and phone number of contact person. References from the bidder must include agencies other than the City of Iowa City.

The form provided in Section V must be used; substitute forms will not be accepted.

Section 2 – Tree and Stump Removal Services Cost Page

A completed and signed Tree and Stump Removal Services Cost Page.

The form provided in Section VI must be used; substitute forms will not be accepted.

NOTE: The City reserves the right to reject bids that are considered incomplete and do not contain the requested items listed above.

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS BID

A. SCOPE OF WORK:

The City of Iowa City is seeking contract pricing for the 2016 late summer season for tree and stump removal services at several locations within the City per the terms, conditions and specifications described herein. A description of each tree and its location is included in Section VI of the Request for Bid document. *Stumps are to be ground and filled as weather permits. All work for the trees listed in Section VI of this Request for Bid is to be completed no later than September 19, 2016.*

The contract for tree and stump removal service will be awarded to one contractor.

B. CONTRACT TERM:

1. The contract period will commence upon issuance of the purchase order, with the contract period ending February 15, 2017.
2. No price escalation will be allowed once pricing has been submitted by the vendor.

C. ADDITIONS TO CONTRACT:

1. During the contract term the City may request pricing for additional locations. The City reserves the right to accept or reject the pricing submitted.
2. An amendment will be initiated by the Purchasing Division for any modifications to the Tree and Stump Removal Services Contract; this includes any requests made by the City for removal beyond those locations referenced in Section A - Scope of Work. The vendor will be able to proceed with the contract modification once both parties have signed the amendment and the Purchasing Division has issued a change order to the vendor for the contract modification.

D. BID REQUIREMENTS:

1. The bidder is responsible for all costs related to the preparation of this bid.
2. The format of the vendor's bid must be consistent with the format of the specifications listed.
3. No bid security or performance bond will be required for this contract.
4. Insurance is required before commencement of work, see Section III, B, 3.
5. Bidders are required to meet all qualifications and specifications of this Request for Bid in order to be considered for award.
6. The submission of a bid by the vendor implies the vendor's acceptance of the terms and conditions of this bid, unless otherwise stated.
7. Proposed pricing shall be F.O.B. destination. Proposed pricing shall include all trees, labor, materials, and equipment required to fulfill the scope of this contract.
8. At the time of the bid opening, it will be assumed that each bidder has read and is thoroughly familiar with the Request for Bid/Contract document. The failure or omission of a bidder to examine any document shall in no way relieve the bidder from any obligation in respect to its bid.
9. All bidders must be capable of performing the services specified in this document. Before the award of this contract, any bidder may be required to show that they have the necessary equipment, experience, ability, and financial resources to perform the work within the time stipulated in a manner that is acceptable to the City of Iowa City.

10. Bidders shall have adequate personnel and equipment to perform the work as specified. Bidders may be required to supply detailed statements covering equipment, experience of similar work and such statements of their financial resources as may be deemed necessary.

E. LIQUIDATED DAMAGES:

1. Basis for Liquidated Damages:
 - a. The City and Contractor [vendor, etc.] recognize that time is of the essence and that the City will suffer financial loss if the work is not completed within the times or by the dates specified in Section IV. General Conditions and Instructions for Forestry Projects, C. Pruning and Removal Time Lines [or an alternative date as determined by the City].
 - b. The City asserts that, and the Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the work is not completed as scheduled.
 - c. Accordingly, instead of requiring such proof, it is intended that the Agreement between the City and Contractor shall include provisions for Liquidated Damages to be paid for non-completion of the work (but not as a penalty) in accordance with the provisions outlined below.
2. Terms of Liquidated Damages:
 - a. Liquidated Damages in the amount of \$100.00 per day will be withheld from final payment from the City to Contractor for each calendar day that expires after the dates established for project milestones in Section IV. General Conditions and Instructions for Forestry Projects, C. Pruning and Removal Time Lines [or an alternative date as determined by the City] without the milestone or project being completed.
 - b. If Contractor abandons the project by words or action, Liquidated Damages in the amount of \$100.00 per day will be paid by Contractor to the City for each day that expires after the milestone or project completion date until the project is completed by the City or the Contractor selected by the City to replace Contractor.

F. CONTRACT AWARD:

1. Award of this contract will be made to the lowest responsive, responsible bidder whose bid, conforming to the solicitation, will be the most advantageous to the City of Iowa City. Past performance of the bidder and completeness of the vendor's submitted bid will be considered for award.
2. The City reserves the right to qualify, accept, or reject any or all vendors 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 bids and to waive irregularities or technicalities in any bids 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 Bid. The City reserves the right to increase and/ or decrease the contract to the extent of funds available in the budget.
3. It is the intent of the City to make an award, in the form of a Purchase Order, within ten (10) working days of the bid opening date. Award will be made to one vendor for tree removal and stump removal services.
4. Award, if made, will be in accordance with the terms and conditions herein.
5. The Awarded vendor will be required to submit a current certificate of insurance prior to commencement of work. 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
6. The City of Iowa City reserves the right to make changes to the contract after commencement of work.
 7. The Awarded vendor shall conduct the work so as not to conflict with any Federal, State, or local laws, ordinances, and regulations.
 8. The Awarded vendor shall not assign or sublet any portion of his contract without the written consent of the City of Iowa City.
 9. Due to weather conditions, tree and stump removal may occur on separate occasions. In this instance the City will proceed with payment on work that has been performed by the awarded vendor and approved by the City. Payment for stump removal will then occur after the work has been performed by the awarded vendor and approved by the City. As stated in the scope of work, *all work for the trees listed in Section VI of this Request for Bid is to be completed no later than September 19, 2016.*

THE ABOVE CONDITIONS AND INSTRUCTIONS CLARIFY THIS SPECIFIC REQUEST FOR BID PACKAGE BUT ARE IN ADDITION TO THE ATTACHED GENERAL CONDITIONS AND INSTRUCTIONS.

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

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.** The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.
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.

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. **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.

5. **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 Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in the Iowa District Court in and for Johnson County, Iowa City, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation immunity in State or Federal court, which may be available to the City.

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. GENERAL CONDITIONS AND INSTRUCTIONS FOR FORESTRY PROJECTS

A. SPECIFICATIONS

The intent of the specifications is to provide for the Forestry Project in every detail as described herein. It shall be understood by the Contractor that he/she will furnish all the labor, materials, tools, transportation and supplies required for the project in accordance with the intent of the contract. It is understood that the apparent silence of the specifications as to any detail or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to prevail, and that only equipment and workmanship of the first quality is to be used.

B. HOURS OF WORK

No saws or power equipment shall be started prior to 7:00 a.m., Monday through Saturday. No work will be done on Sunday or legal holidays, except in case of emergency, in which case the written consent of the Park Superintendent must be obtained.

C. PRUNING AND REMOVAL TIME LINES

The Contractor must comply with the timelines listed below:

- 1.) Emergency pruning or removal: within 24 hours of notification
- 2.) Potentially hazardous pruning or removal: Within 72 hours of notification
- 3.) Standard pruning or removal: Within 7 working days not including Saturday or Sunday

D. GRINDING PROCEDURES

- 1.) All stump grinding must occur no more than 2 weeks after tree removal.
- 2.) All stumps shall be ground to a minimum of twelve (12) inches below ground level according to the natural contour of the ground.
- 3.) All visible surface roots shall be ground down to a minimum of twelve (12) inches below ground level according to the natural contour of the ground.

E. OPERATION

The Contractor shall complete the project in a professional manner and employ skilled employees in their trade.

F. AUTHORITY OF PARK SUPERINTENDENT

The Park Superintendent will have general supervision over the Forestry Project to be performed by the Contractor and will decide any questions that arise with reference to the intent of the contract documents and compliance therein. He/she will pass on all questions relating to the work, progress and disputes.

G. LAWS TO BE OBSERVED

The Contractor is presumed to be familiar with all laws, ordinances and regulations that may in any manner affect those engaged or employed upon the work or equipment used in the forestry project or that in any way affect the conduct of the work. The Contractor shall conduct the work so that conflicts with any such laws, ordinances or regulations will be avoided and he/she shall hold harmless the City of Iowa City and its representatives against any claim arising from violation thereof.

H. ARBORICULTURAL BEST MANAGEMENT PRACTICES

The Contractor is presumed to be familiar with, and will comply with, all aspects of the standard arboricultural specifications addressed in the American National Standards Institute's manual - ANSI A300 for Tree Care

Operations- Tree, Shrub and Other Woody Plant Maintenance- Standard Practices 2008, and ANSI Z133.1 Safety Requirements for Arboricultural Operations, and all subsequent revisions to these specifications.

I. SAFETY & HEALTH CONCERNS

In the performance of his/her contract, the Contractor shall comply with all applicable federal, state and local laws governing safety, health, and sanitation. The Contractor shall furnish such additional safeguards and safety devices and protective equipment and shall take action as the Park Superintendent may determine as being reasonably necessary to protect the life and health of his/her employees and the public.

The Contractor's employees must comply with the appropriate OSHA Personal Protective Equipment requirements. At a minimum, all employees must wear equipment to protect the hearing, eyes, and head. Ground crew members must wear chainsaw chaps.

If personal protective equipment is not worn, work will be stopped.

J. PERMITS AND LICENSES

The Contractor shall procure all necessary permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of his/her operations. Six (6) no parking signs will be provided at no charge.

K. PROTECTION OF WORK AND PROPERTY

The Contractor shall carefully protect all property, including, but not limited to, structures, utilities, turf, walks and driveways from damage, injury or loss arising in connection with this contract. All damages shall be satisfactorily restored by the contractor at his/her expense by repairing or replacing all damaged property. The contractor shall provide, erect, and maintain at his own expense without further order, suitable and requisite barriers, signs or other adequate protection. The Contractor shall also provide, keep, and maintain such lights, danger signals or watchmen as may be necessary, or as may be ordered by the Park Superintendent or his/her representative, to ensure the safety of the public as well as those engaged in the work. All barricades and obstructions shall be protected at night by lights that shall be kept burning from sunset to sunrise.

No tree or limbs shall be lowered onto any street without having persons stationed in the streets to stop traffic from both directions at the time the tree or limbs are being lowered unless the street has been duly barricaded in accordance with City ordinances. It is understood that no authority is given by this section authorizing the contractor to block a street without direct permission of the City. The contractor must comply at all times with existing ordinances and those that become effective during this contract period.

L. METHODS AND EQUIPMENT

The Park Superintendent reserves the right to check all equipment to determine if it is adequate to properly execute the contract. The equipment, appliances, and methods used shall produce a satisfactory quality of work and continuous progress.

If at any time the equipment, appliances, or methods being used are such that the quality of the finished product is not satisfactory or a constant rate of progress is not being maintained, the contractor shall make such changes to the equipment or appliances or furnish such new equipment or appliances or adopt such methods as will ensure a satisfactory finished product within the contract period.

Permission given by the Park Superintendent to use any particular method, equipment or appliances shall not be construed:

1. To relieve the Contractor from furnishing other equipment or appliances or adopting other methods for the prosecution of the work at any time it appears necessary to do so in order to produce work complying with the specifications.

2. To bind the City of Iowa City to accept a product which when finished does not conform to the requirements of the contract.

M. TEMPORARY SUSPENSION OF WORK

Work shall be suspended when, in the opinion of the Park Superintendent, weather or other conditions are unfavorable to its satisfactory execution. Work shall also be suspended at the direction of the Park Superintendent pending settlement of disputes arising out of failure of the Contractor to comply with the provisions of the contract. Written notice of suspension of work will be given by the Park Superintendent. When the conditions causing suspension no longer exist, such written notice shall be given to the contractor by the Park Superintendent. Promptly after such written notice, the Contractor shall resume prosecution of the work.

N. PUBLIC UTILITIES

The Contractor must also realize that all drops, outages, etc., can only be done through daylight hours and associated tree work must be completed in time to allow power by darkness. Arrangements for this type of service are to be made with the utility companies by the contractor at least 24 hours in advance. Communication cables, overhead or underground, either lead or neoprene covered, or open wire on insulators shall be protected with extraordinary care by the contract.

O. CONTRACTOR'S EMPLOYEES

The Park Superintendent or his/her representative may request the removal of any objectionable employee from the job.

P. PROPERTY ACCESS

When necessary, the Contractor shall contact owner of property and/or tenant of property before beginning operation. Contractor must obtain permission to use adjacent property for access to or from worksite.

Q. REPAIR OF CONCRETE

Weather conditions may prevent the immediate repair of concrete sidewalks which might be damaged in the course of the performance of this contract. If such broken concrete must be removed for safety, it shall be replaced with compacted crushed rock until such time as the concrete may be replaced.

Replacement Portland Cement Concrete sidewalk repairs shall meet Iowa City Standard Portland Cement Concrete sidewalk specifications which are on file with the City Engineer of the City of Iowa City, Iowa.

R. CONTRACTS AND DEFAULT

The City of Iowa City may declare a contract in default for any one of the following reasons:

- Failure or refusal to comply with an order of the Park Superintendent within a reasonable time
- Bankruptcy or insolvency or the making of an assignment for the benefit of creditors
- Failure to carry out the work in an acceptable manner

S. COMPLETION OF CONTRACTS IN DEFAULT

If for any reason a contract is declared in default, the City of Iowa City shall have the right, without process or action at law, to take over all or any portion of the work by securing forestry project operations from another source. Written notice shall be given to the Contractor by the City of Iowa City that his contract has been declared in default and, upon receiving such notice, the Contractor shall peaceably relinquish possession of such work or as specified in the notice.

Neither the contracting authority nor any member or employee thereof shall be in any way liable or accountable to the Contractor or his/her surety for the method by which the completion of said work, or any portion thereof,

may be accomplished or for the price paid thereof. Should the cost of completing the work be in excess of the original contract price, the Contractor and his/her surety shall be held responsible for such excess cost. Should the cost of such completion, including all proper charges, be less than the original contract price, the amount so saved shall be paid to the Contractor. Neither by taking over the work nor by declaring the contract in default shall the City of Iowa City forfeit the right to recover damages from the Contractor or his/her surety for failure to complete the entire contract.

T. SCOPE OF PAYMENT

The Contractor shall accept the compensation herein provided in full payment for the Forestry Project, labor, tools and equipment and for performing all the work under the contract. All costs arising from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work, and up to the time of the acceptance, shall also be included in the full payment referenced herein.

Payment will not be authorized until all work has been completed and accepted. The Contractor must perform tree removal and stump removal services for all trees provided to the Contractor.

U. TREE REMOVAL GUIDELINES AND PROCEDURES:

1. The following Tree Removal procedures must be followed by the Contractor:
 - a. All limbs, branches or portions of the main trunk shall be lowered by crane to the ground to prevent damage to any structure, overhead or underground utilities, turf, adjacent trees, shrubs or other landscape materials unless otherwise specified.
 - b. Cut all stumps up to 6" inches in height.
2. All provisions set forth in **Title 10, Chapter 8** of the City of Iowa City Code of Ordinances relevant to procedures occurring during the contract shall be followed.
3. The following Disposal and Cleanup procedures must be followed by the Contractor:
 - a. All material generated as a result of the removal or pruning of these tree will be hauled to the landfill or an alternate site operated according to the appropriate state and federal regulations. Material directed to be disposed of at the landfill will be handled as directed by the appropriate landfill staff. Material designated by Forestry staff to be hauled to an alternate city location will be handled as directed by the Forestry staff.
 - b. In the event that an area is not cleaned to the satisfaction of the Park Superintendent, the Contractor's work at any time may be stopped and he/she may be required to clean the area in question before further work may proceed.
4. Damage prevention and repair shall be as follows:
 - a. The Contractor shall exercise care to prevent damage to surroundings and vegetation during movement to and from each tree during the actual operation.
 - b. If ground conditions are such that ruts may be created by Contractor's equipment during the access to and from the trees, the Contractor shall lay planking to operate the equipment on.
 - c. The Contractor shall repair any damage created as a result of the performance of this contract at his/her cost. All damage repairs must be finished by the specified contract completion date or by an alternate date determined by the Park Superintendent.
 - d. If damage repair work is not completed by the specified date or alternate completion date as determined by

the Park Superintendent, Contractor shall be subject to a penalty of \$100.00 per day. This penalty shall be deducted from the contract amount.

5. All work as herein specified must be completed by the dates stated in Section IV. General Conditions and Instructions for Forestry Projects, C. Pruning and Removal Time Lines. In the event that weather conditions do not permit the on-time completion of the contract, the Park Superintendent will determine an alternate completion date. This alternate date shall be consistent with the delay time encountered by the Contractor.

V. CLEANUP

All wood, brush, and debris occasioned by the Contractor's operation must be removed by the Contractor by the end of the day's work. This includes raking and/or sweeping and removal of such debris as necessary on both street right-of-way and adjacent private property. Delays in cleanup caused only by weather conditions are to be reported by the Contractor to the Park Superintendent on the day such delay occurs. The Contractor shall also provide an estimate of when cleanup can be effected. Any complaint calls resulting from the Contractor's failure to remove and clean up wood, brush, or debris shall be investigated by the Park Superintendent. If remedial action is required when the Contractor's force is not on the job, such action will be taken by employees of the City. The cost for such action, as determined by the Park Superintendent, shall be withheld from any monies due the contractor under the contract.

W. STUMP GRINDING / CLEAN-UP

1. All loose material (chips and soil) or any mixture created by the grinding process will be removed by the Contractor. The Contractor is responsible for locating an approved disposal site that meets all applicable state and federal regulation. The Contractor may contact the Iowa City Landfill at (319) 887-6112 to make arrangements for disposal at that site if they choose. All landfill fees are the responsibility of the Contractor. This includes but is not limited to:
 - a. All material which may be packed or matted into the surrounding sod.
 - b. All material which may be packed into any portion of the remaining cavity.
Exceptions: If approved by the Park Superintendent, pure mineral soil loosened as part of the grinding process may be left in the cavity.
2. Grinding material may be left at the site overnight. In the event that debris is left, the remaining cavity must be filled to ground level to eliminate any safety hazards. This may be accomplished by:
 - a. Filling the hole with material from the grinding process as a temporary solution overnight.
 - b. Removing the grinding material as outlined above and filling the hole with mineral soil approved by the Park Superintendent.
3. **Grinding material left overnight must be completely removed from all sidewalks, driveways, or other thoroughfare to provide a completely clear passageway for any vehicular or pedestrian traffic before the Contractor or the Contractor's representative may leave the site.**

X. CAVITY FILLING

1. All stump cavities will be filled with mineral soil that is completely free of any clay or other foreign materials; this includes, but is not limited to rocks, roots, and incomplete decomposed organic material. The fill soil will not be excessively filled with clods and will be workable for the purpose of grass seeding.
2. All stump grinding completed within a work day must have cavities filled with mineral soil by the end of that same day. If weather does not permit the cavity filling to occur, they must be filled with mineral soil within 48 hours after grinding.

3. All cavities must be filled and raked to a minimum of 2", maximum of 6", above the natural contour of the ground.
4. All clods larger than 1" in diameter must be removed or broken into smaller, more workable sizes.

SECTION V. REFERENCES

The bidder must provide a minimum of three (3) current references where work has been performed similar in scope to this bid. The bidder must complete all of the required information listed below, including company name, company address, company contract, title of contract, and phone number of contact. The City reserves the right to contact the company regarding the general performance of the bidder.

References from the bidder must include agencies other than the City of Iowa City.

Substitute forms will not be accepted. The vendor must complete and submit this form.

1.) Company Name: _____
Company Address: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____

2.) Company Name: _____
Company Address: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____

3.) Company Name: _____
Company Address: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____

Note: The bidder may include a separate page with the bid for additional references.

SECTION VI. TREE AND STUMP REMOVAL SERVICES COST PAGE

The undersigned bidder agrees to furnish, in accordance with the attached specifications, the following services, at the prices stated below for tree and stump removal. *All stumps are included unless noted below.*

A. Pricing – Tree & Stump Removal

All trees to be removed have an orange dot spray painted at the base.

<u>Location - Streets</u>	<u>Species</u>	<u>Tree & Stump Removal Price</u>
102 Rocky Shore Dr.	ash	\$ _____
912 N. Dodge St.	ash	\$ _____
912 N. Dodge St.	ash	\$ _____
526 N. Governor St.	ash	\$ _____
120 Fairchild St. Tree is behind sidewalk.	ash	\$ _____
904 Fairchild St. Tree next to stop sign.	maple	\$ _____
904 Fairchild St. (Governor St. side)	ash	\$ _____
915 E. Bloomington St.	maple	\$ _____
526 N. Linn St.	maple	\$ _____
420 Ronalds St.	maple	\$ _____
728 E. Washington St. (Kappa Kappa Gamma Sorority)	maple	\$ _____
313 S. Lucas St.	maple	\$ _____
319 S. Lucas St.	ash	\$ _____
411 S. Lucas St.	ash	\$ _____
712 Walnut St.	ash	\$ _____
200 Block E. Benton St. (mid-block, south side)	ash	\$ _____
842 Dearborn St.	maple	\$ _____
1717 Muscatine Ave	ash	\$ _____
630 4 th Ave (alley)	ash	\$ _____
630 4 th Ave (alley)	ash	\$ _____

<u>Location - Streets</u>	<u>Species</u>	<u>Tree & Stump Removal Price</u>
2206 H St.	ash	\$ _____
2206 H St.	ash	\$ _____
1816 Morningside Dr.	ash	\$ _____
1816 Morningside Dr.	elm	\$ _____
2120 Arizona Ave	ash	\$ _____
2120 Arizona Ave	ash	\$ _____
408 Brookland Pl	elm	\$ _____
1805 Estron	locust	\$ _____
910 Hudson	ash	\$ _____

B. Pricing - Pruning

1224 Muscatine Ave \$ _____

Take large forked limb over house off elm and large deadwood, **haul away.**
Can meet with bidder for clarification no later than August 9, 2016, noon (local time).

210 Lexington Ave \$ _____

Cut remaining limbs off dead elm tree, leave in ravine.
 Prune off one limb over yard from oak tree, **haul away.**
Can meet with bidder for clarification no later than August 9, 2016, noon (local time).

Total Price for Tree & Stump Removal & Pruning \$ _____

Written Total _____

Exceptions, Deviations or other Agreements

Exceptions/Deviations to this Request for Proposal shall be taken below. Exceptions may not be added to any submittals after the due date. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. **If your company has no exceptions/deviations, please write "No Exceptions" in the space provided. If you state no exceptions, you may not add your company's terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date.**

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).**

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.

City of Iowa City Wage Theft Policy

Your firm must carefully review the policy included in Section VII. of this Request for Bid. 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.

Designated person 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: _____

The undersigned bidder, having examined and determined the scope of this Request for Bid, hereby proposes to supply and deliver the proposed services as described in the proposal documents at the prices set forth within.

The undersigned bidder states that this proposal 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 vendor's bid and the Request for Bid prepared by the City of Iowa City, the City's Request for Bid shall prevail.

The undersigned bidder certifies that this bid is made in good faith and without collusion or connection with any other

person or persons bidding on the project.

AUTHORIZED SIGNATURE

Name of Firm: _____

Address: _____

Phone Number: _____

E-Mail Address: _____

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____

Date Signed: _____

SECTION VII. 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.