



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 16, 2016

**REQUEST FOR PROPOSAL:**

**#17-43, Financial Advisory Services for the City of Iowa City**

**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 of the City Clerk's Office, City Hall, 410 E. Washington St., RM 140, Iowa City, IA 52240-1826. Proposals shall be sealed and clearly marked on the front "Request for Proposal for Financial Advisory Services for the City of Iowa City, RFP #17-43." Faxed and E-mailed Proposals will not be accepted.

**QUESTIONS:** All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal 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 **September 30, 2016, noon (local time)**.

**Purchasing:**

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

**PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (local time), October 7, 2016, in the City Clerk's Office.** Proposers must submit **four (4)** written copies of their proposal.

The City is not responsible for delays occasioned by the U.S. Postal Service, or other carriers, 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 proposal responses which are received later than the date and time stated above.

**Professional Liability Insurance is required for this project, as specified in Section II; No bid security is required for this project.**

**NO CONTACT POLICY.** All questions regarding this Request for Proposal must be in written form and must be submitted to the Purchasing Division, as stated above. 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.

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## **SECTION I. PROPOSAL SUBMITTAL CHECKLIST**

Review the following checklist to make sure the contents listed below are included in all four (4) copies of your company's proposal.

*The required sections and specific content must be organized in the submitted proposal as they are listed below. Tabs must be included in each proposal to identify each section.*

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### **Section 1 – Cover Letter and Executive Summary**

Letter of submission: Letter shall include the name, address, phone number and email address of the person(s) who will serve as the Principal Contact with the City.

Summarize the firm's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the proposal being submitted. This section should summarize the key points of your submittal. In addition, you must include a statement that your firm understands that if selected as financial advisor, your firm is prohibited from serving as underwriter or swap counterparty for any City financing for the duration of the contract and may not terminate the contract to do so.

This letter should be signed by the person in your firm who is authorized to negotiate terms, render binding decisions, and commit the firm's resources.

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### **Section 2 – Firm Overview**

Provide a brief description of how your firm is organized, including the businesses in which it is engaged, the location of offices, the number of public finance professionals in each office, and the role of the municipal department in your firm. Indicate your firm's commitment to the municipal bond industry and comment on any recent significant changes in your organization. Include a discussion of the specific expertise and services that distinguish your firm and the most recent financial advisor registration statement that has been filed with the SEC.

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### **Section 3 - Respondent's Expertise, Personnel, and References**

Key Personnel: Provide the names, proposed roles, background and experience, office location and availability of the proposed primary personnel that would work on the City's account, and specifically identify the individual(s) who will be responsible for managing the relationship with the City. Identify who will provide any computer financial analysis services.

For the proposed primary personnel, provide a list of **five clients** worked with in the last 36 months; a brief description of the type and size of transaction and the services you provided; and the names, titles, addresses and telephone numbers of the officials primarily responsible for the transactions. You should only list municipal clients and transactions in the State of Iowa which are similar to financings contemplated by the City (i.e., taxable or tax-exempt new money issues, short-term temporary notes, advance and current refundings, etc.)

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### **Section 4 - Municipal and Other Relevant Financing Experience**

Provide a description of your proposed primary personnel's relevant experience over the last 36 months with Iowa municipal clients or other clients that you believe are relevant to this proposed engagement. Identify the cities for which you are currently serving as financial advisor or underwriter. Include three case studies, if available, that illustrate your experience with relevant services where the proposed personnel have served as financial advisor. Also include a list of your personnel's experience in the State of Iowa and provide three additional client references for your firm.

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**Section 5 - Business Relationships With Other Entities**

Disclose all compensation/fee arrangements (formal or informal) that your firm, its related entities, or any proposed personnel currently has, or within the past twelve months has had, with any other potential parties to contemplated financings in which your firm was engaged in any capacity. Such parties include, but are not limited to, investment contract providers, verification agents, financial advisory firms, investment banking firms, any other consultants or financial institutions, and law firms.

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**Section 6 - Cost Proposal and Reimbursement for “Out-of-Pocket” Expenses**

Cost Proposal and Reimbursement for “Out-of-Pocket” Expenses

**1. Cost Proposal**

Present a concise list of the scope of services and the work products that your firm proposes to provide. Given your proposed scope of services and work products, discuss your proposed fee arrangement *based on each of the following alternatives*:

- a. Compensation on a fixed annual cost, payable monthly.
- b. Compensation on a time and expense basis, with a list of hourly billing rates for the proposed personnel and any proposed increases in such rates during the term of the contract, and the types of reimbursable expenses with proposed charges.
- c. Compensation on a cents-per-bond or per \$1,000 of notional amount basis to be paid on a contingent basis for specific financing issues.

**State whether or not these fees include “Out-of-Pocket” expenses. Any omissions or ambiguities will be construed most favorable to the City.**

**2. Reimbursement of “Out-of-Pocket” Expenses**

State in your proposal whether “Out-of-Pocket” expenses will be inclusive in the compensation calculations in 1. Cost Proposal, or if they will be billed separately. Estimate the firm’s out-of-pocket expenses per issue. If billed separately, the City shall reimburse for “Out-of-Pocket” expenses upon proper invoice rendered with appropriate receipts attached. Such expenses may include travel, long distance telephone, postage, air express charges, fax, reproduction, and related costs necessarily incurred as Financial Advisor. Such expenses will be paid from legally available funds of the City. Travel expenses related to performance of the services to the City shall be approved in advance by the City. Any costs incurred by Financial Advisor which are not specifically provided for herein shall be the expense of Financial Advisor.

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**Section 7- Company Information Form**

Complete, sign, and submit the form provided in Section V. of this Request for Proposal.

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

### **A. SCOPE OF WORK:**

The City of Iowa City is seeking proposals for qualified firms for financial advisory services per the terms, conditions and specifications of this Request for Proposal document. Requested financial advisory services may include, but are not limited to, assisting the City to:

- Provide as-needed financial advice regarding market conditions and trends, financial products, credit and credit analysis, third party alternative financing, and special facility financing.
- Provide advice and guidance on financing and bonding issues and options available in the State of Iowa.
- Prepare analyses and evaluations of potential refundings and new money issues including general obligation bonds, general obligation temporary notes, utility revenue bonds, tax increment financing revenue bonds, public building commissions, and lease purchase agreements.
- Review and evaluate financing options, financial feasibility studies, legal documents, and pricing of any financing and any escrow.
- Participate in rating agency presentations and preparation of official statements.
- Provide other financial services as requested.
- During the term of this agreement, the financial advisors may not serve as underwriter or swap counterparty for any City financing.

Time will be of the essence for the firm to meet the completion times and deadlines. The firm shall agree that all work shall be performed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion by agreed upon deadlines.

The firm and its staff must be registered with the Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB).

### **B. CONTRACT TERM:**

1. The initial term of this contract shall be for three (3) years. Fees and costs specified in the proposal will remain firm for the initial period of this. The contract period will commence on the date specified on the contract purchase order. Any proposed future changes in fees or fee structure shall be negotiated at that time.
2. The City and the awarded vendor may renew the original contract for one (1) additional three-year time period by mutual agreement.
3. Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Agent. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract.

**C. BACKGROUND:****1. Financial Condition and Outlook**

As of June 30, 2016, the City of Iowa City had \$96,295,000 in current outstanding long-term debt. Total long-term debt consists of Taxable and Tax-Exempt General Obligation Bonds, water and sewer utility bonds, and tax increment financing revenue bonds. The City's debt ratings are as follows:

	<u>GOULT</u>	<u>Revenue</u>
Moody's	Aaa	Aa2

The City's 2017 annual operating budget is approximately \$145 million, which includes the operation of the water and sewer utility funds. This also includes \$21.79 million in debt service expenditures.

**2. Capital and Financing Plan**

The City of Iowa City prepares a five-year capital improvement and financing plan which shows anticipated funding sources from federal and state grants, sales tax revenues, utility revenues, general obligation bonds, and other revenue sources. The five-year capital improvement program currently includes projects estimated at \$39,845,520 for the 2017 construction year. Of these projects, \$14,162,000 is anticipated to be funded from long-term general obligation debt and \$2,025,000 from long-term utility revenue bonds. A copy of the most recent five-year capital improvement program is enclosed as Exhibit 1.

**D. SERVICES TO BE PERFORMED:**

- 1. Debt Issue Development and Sales Services:** the firm shall perform the following services for debt offering (issue) when authorized by the City:

**Task 1 - Planning & Development:**

- Prepare a timetable of events for the marketing, sale, and closing of the proposed financing.
- Research and advise on aspects of tax exemption and arbitrage in cooperation with the Client's Legal Counsel and Bond Counsel. Assist in obtaining Internal Revenue Service rulings deemed necessary.
- Review preliminary feasibility studies in cooperation with the City, its officials and administrative staff, attorney, bond attorneys, accountants, and engineers as requested by the City. These studies outline the project, its costs, funding alternatives and sources, existing debt, future financing, and cash flow considerations.
- Analyze financing requirements to determine whether the needs of the City are best met by competitive or negotiated temporary or long-term bonds.
- Analyze the proposed financing, including funding alternatives to determine methods of strengthening its marketability and recommend the best method of marketing consistent with current economic and market conditions and increasingly stringent rating agency criteria.
- Consult with established rating agencies with regard to proposed financing and assist the City in obtaining the most favorable rating possible by directing preparation of appropriate information and by accompanying City representatives in meeting with the rating agencies.
- Act as liaison with Bond/Disclosure Counsel and coordinate the work of other professionals providing information in connection with the proposed financing.

**Task 2 – Marketing Phase:**

- Advise on the appropriate terms and conditions of sale, such as maturity scheduling and other requirements (i.e., discount, par, premium, net interest cost, true interest cost). In conjunction with the above, consult with the City and advise Bond Counsel concerning necessary covenants and advise on advantageous features such as parity provisions, reserve requirements, sinking fund payments and redemption provisions.
- Advise on the timing of the bond sale, taking into consideration such factors as changing economic conditions, current and projected market trends and convenience to the City.
- Coordinate with Bond Counsel the preparation of amendments and distribute the necessary contracts, authorizing resolutions and other documents involved in the sale.
- Prepare an Official Statement on behalf of the City and with the cooperation of the City. Coordinate review and revision with the City staff and Bond/Disclosure Counsel. The Official Statement shall be subject to final review by the City.
- Assist in publicizing the issue with an Official Statement, Notice of Sale, bid forms and such other means necessary and advisable to develop nationwide public and institutional interest. The Official Statement will be distributed to potential investors and purchasers of the jurisdiction's securities across the nation. Those lead underwriters who are likely to be syndicate managers will be personally contacted.
- Advertise the bond sale in nationally prominent financial publications as may be appropriate to the sale in addition to coordinating local publication requirements.
- Conduct information meetings as necessary and desirable with the investment community including investment bankers (dealers and dealer banks) and institutional investors (banks, bank holding companies and insurance companies) to establish bidding interest on this offering.
- Attend the bid opening to assist with the evaluation of the bids and advise on the acceptability of the best bid.
- Utilize the PARITY system for taking and awarding bids.
- Verify the interest cost calculations from bids received and assist in awarding sale.

**Task 3 – Bond Closing Phase:**

- Direct, coordinate and supervise bond closing details, including proofing bond printing and delivery in the shortest possible timeframe.
- For advanced refunding of debt, the firm will arrange for the investment of bond proceeds to provide full defeasance of the bonds.
- Direct, coordinate, and supervise organization of the transcript and provide the City with bond and interest records showing required semi-annual payments and other useful information.
- Following the closing of a transaction, the firm will make a principal of the firm available to meet with the City to critique the transaction and to determine what, if any, service changes should be made to affect future quality and procedural improvements for change.

2. **Work Products:** The firm shall provide the following work products for each debt offering unless specific arrangements are made for one or more of these products to be supplied by others.

- Presale analysis;
- Offering Statement

- CD of bond issue proceedings and closing documents;
  - Postsale analysis; and
  - Such other analysis, including analysis of funding alternatives, cash flow projections and materials necessary for financial planning and bond sale purposes.
3. **Special Projects:** The firm shall be available at the direction of the City to conduct or prepare special studies or reports which shall be in addition to those services described in D.1 and D.2, and not related to a debt offering. Work performed under this section must be specifically authorized by the City. Such authorization should define the scope of the work and any specific requirements imposed on the firm or City for successful completion.

**E. PROPOSAL REQUIREMENTS:**

1. If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer should contact the City representative listed on page one (1) of this document no later than **October 7, 2016, noon (local time)**. All questions must be in e-mail form in order to receive a response.
2. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a company concludes the company's acceptance of the terms and conditions herein, unless otherwise stated.
3. The format of the company's proposal must be consistent with the specifications listed on the ***Proposal Submittal Checklist – Section I***. Each copy must be organized as stated on the checklist and contain all of the required information in order for the City to fully evaluate the submitted proposal.
4. The proposer is responsible for all costs related to the preparation of the submitted proposal, any costs associated with the preparation of additional material, and any required visits to the City during the pre-award process.
5. Any costs associated with this project not specifically set forth in the company's submitted proposal (*Section 6 - Cost Proposal and Reimbursement for "Out-of-Pocket" Expenses*) will be the sole responsibility of the proposer. Price/Cost adjustments presented after the contract has been awarded will not be accepted by the City.
6. All submitted 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. 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 services described in this Request for Proposal
  - c. To submit a response on or before the deadline and complete all required forms
  - d. To fulfill a request for an oral presentation or interview

- e. To respond to a written request for clarification or additional information
8. 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. REFERENCE CHECKS AND PROPOSAL CLARIFICATION:**

The City of Iowa City reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, and to discuss the proposer’s qualifications. The City of Iowa City reserves the right to obtain and consider information from other sources concerning a vendor such as the vendor’s capability and performance under other contracts.

**G. 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 may require the Request for Proposal and the proposer’s submitted proposal be made an integral part of the resulting contract. This implies that 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.

**H. EVALUATION PROCESS:**

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City’s requirements, terms and conditions, and overall responsiveness to the Request for Proposal. The evaluation committee may conduct discussions with any proposer that submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of the discussions, the evaluation committee shall not disclose any information derived from one proposal to any other proposer. The evaluation committee reserves the right to request the proposer to provide additional information during this 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. It is required that a proposal receive a minimum of 80 points in order to be considered for award.

The proposal that accrues the highest points shall be recommended for award subject to the best interests of City. 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.

**“The Vendor’s submission of a proposal implies vendor acceptance of the evaluation technique and vendor 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>
1.) Firm’s Experience <ul style="list-style-type: none"><li>• Demonstrated ability to track and monitor relevant</li></ul>	30

tax-exempt and taxable bonds, special assessment bonds and temporary notes, and government securities markets

- Commitment to public finance

2.)	<b>Qualifications and Personnel</b>	<b>30</b>
	<ul style="list-style-type: none"> <li>• Qualifications and experience in structuring, negotiating and implementing the full range of tax-exempt and taxable bond and note financings, utility revenue bonds, tax increment financing districts, public building commissions, and lease purchase agreements.</li> <li>• Experience and knowledge of municipal and Iowa issuers and financings</li> <li>• Location and availability to City staff</li> <li>• Tenure with firm and length of time in the industry</li> </ul>	
3.)	<b>References</b>	<b>15</b>
	<ul style="list-style-type: none"> <li>• Proven Success of Contracts with Other Clients</li> <li>• Responses of references</li> </ul>	
4.)	<b>Cost Proposal</b>	<b><u>25</u></b>
	<b>Total Points</b>	<b>100</b>

#### **I. INTERVIEW**

During the initial evaluation process, the Finance Department reserves the right to request an oral interview with those proposers that appear to meet the requirements for this contract. Proposers selected to participate in an interview with the Finance Department will have the opportunity to discuss their qualifications, experience, services that they will provide for this contract, as well as any proposed fee schedule. The request for an interview shall be at no cost to the Finance Department.

#### **J. CONTRACT AWARD:**

1. The submitted proposal must be complete to be considered for award.
2. Award, if made, will be between the City of Iowa City and the proposer. The awarded 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; all fees for this project will be paid to the main contractor. Failure to comply with the subcontractor provision will result in termination of the contract.
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 proposer to the terms and conditions of the Request for Proposal.

4. Award, if made, will be in accordance with the terms and conditions herein.
5. *Award, if made, shall be in the form of a contract issued by the City, which will include the terms and conditions of the Request for Proposal, and any additional submittals by the proposer that have been accepted by the City.*
6. Any change to the contract must be approved in writing by the Purchasing Agent and the awarded vendor.
7. Consideration may be given to, but not limited to, firm's history and background, the firm's personnel, qualifications, and expertise, experience with past and present clients, customer satisfaction and references, proven success of other contracts, firm's financial stability, the firm's ability to demonstrate an understanding of the work to be performed, demonstrated capacity to provide timely and quality deliverables, the firm's ability to comply with the requirements of this Request for Proposal, value of service relative to proposed costs.
8. The awarded vendor will be given the City's **Contract Compliance Document** to complete and return before the commencement of the contract.
9. By submitting a proposal in response to this Request for Proposal, the proposer acknowledges that the proposal submitted shall become public information after the contract is awarded.
10. Before award of this contract, the selected proposer shall submit a certificate of insurance that shall include professional liability insurance covering the selected proposer's liability for the proposer's negligent acts, errors and omissions to the CITY in the sum of \$1,000,000.
  - The City of Iowa City will be named as additional insured
  - Project proposal number and project title as the description
  - Insurance carriers will be rated as A or better by A.M. Best
11. If your firm is selected as the City's financial advisor, during the contract period your firm must notify the City when you enter into any new contracts with clients that you know to be a conflict of interest with the City as it pertains to municipal financial transactions.

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

**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. COMPANY INFORMATION FORM**

**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.**

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**Prohibited Interest**

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

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, Unsatisfied Judgments, Disciplinary Actions**

List any and all disciplinary actions, administrative proceedings, malpractice claims or other like proceedings against your firm or any of its personnel relating to your firm's services as financial advisor current, pending, or occurring in the last five (5) years. If your firm has no liens, unsatisfied judgments, or disciplinary actions that have occurred 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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**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 proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to supply and deliver the proposed commodities and services as described in the proposal documents at the prices set forth within.

The undersigned proposer 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 proposal and the Request for Proposal prepared by the City of Iowa City, the City’s Request for Proposal shall prevail.

The undersigned proposer certifies that this proposal 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:** \_\_\_\_\_

City of Iowa City, Iowa  
*Capital Improvement Plan 2016-2020*  
**2016 thru 2020**

**PROJECTS & FUNDING SOURCES BY DEPARTMENT**

Department	Project#	Priority	2016	2017	2018	2019	2020	Total
<b>AIRPORT</b>								
Apron Reconstruction & Connecting Taxiway	A3430	1			1,238,300			1,238,300
Airfield Pavement Rehabilitation	A3461	2	250,000	286,000				536,000
Hangar A Door Replacement	A3462	2		260,000	260,000	260,000		780,000
Runway 7/25 Design Category Conversion	A3464	1	250,000					250,000
Runway 7 Environmental Assessment	A3465	1				150,000		150,000
Runway 7 Extension (213')	A3466	1					1,170,000	1,170,000
<b>AIRPORT Total</b>			<b>500,000</b>	<b>546,000</b>	<b>1,498,300</b>	<b>410,000</b>	<b>1,170,000</b>	<b>4,124,300</b>
<i>AIRPORT FUND</i>			100,000	270,800	308,830	200,000	117,000	996,630
<i>FEDERAL GRANTS</i>			225,000		1,114,470	135,000	1,053,000	2,527,470
<i>OTHER STATE GRANTS</i>			175,000	275,200	75,000	75,000		600,200
<i>AIRPORT Total</i>			<b>500,000</b>	<b>546,000</b>	<b>1,498,300</b>	<b>410,000</b>	<b>1,170,000</b>	<b>4,124,300</b>
<b>FINANCE</b>								
City Hall - Other Projects	G4704	2	50,000	50,000	50,000	50,000	50,000	250,000
Phone System Replacement	G4722	2	50,000	500,000				550,000
<b>FINANCE Total</b>			<b>100,000</b>	<b>550,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>800,000</b>
<i>GENERAL FUND</i>			50,000	50,000	50,000	50,000	50,000	250,000
<i>ITS FUND</i>			50,000	500,000				550,000
<i>FINANCE Total</i>			<b>100,000</b>	<b>550,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>800,000</b>
<b>FIRE</b>								
Fire Apparatus Replacement Program	Y4406	1		810,000	60,000	895,000		1,765,000
Fire/Police Storage Facility Relocation	Y4436	2	700,000					700,000
Fire Training Center Relocation	Y4437	2					500,000	500,000
<b>FIRE Total</b>			<b>700,000</b>	<b>810,000</b>	<b>60,000</b>	<b>895,000</b>	<b>500,000</b>	<b>2,965,000</b>
<i>GO BONDS</i>			700,000	750,000	60,000	830,000	500,000	2,840,000
<i>UNIVERSITY OF IOWA</i>				60,000		65,000		125,000
<i>FIRE Total</i>			<b>700,000</b>	<b>810,000</b>	<b>60,000</b>	<b>895,000</b>	<b>500,000</b>	<b>2,965,000</b>
<b>LIBRARY</b>								
Library Bookmobile	R4333	1		250,000				250,000

Department	Project#	Priority	2016	2017	2018	2019	2020	Total
Replace Library HVAC Controls	R4334	1	55,000					55,000
<b>LIBRARY Total</b>			<b>55,000</b>	<b>250,000</b>				<b>305,000</b>

**CONTRIBUTIONS & DONATIONS  
GENERAL FUND**

				150,000				150,000
			55,000	100,000				155,000
<b>LIBRARY Total</b>			<b>55,000</b>	<b>250,000</b>				<b>305,000</b>

**NEIGHBORHOOD & DEVELOPM**

Riverfront Crossing Development	E4513	1	150,000	150,000				300,000
Towncrest Area Redevelopment	E4514	4	600,000					600,000
Affordable Housing Development	E4519	1		1,000,000				1,000,000
Carbon Emissions Reduction Project	E4520	3		100,000				100,000
Permitting Software Upgrade	G4720	1			300,000			300,000
City Hall Remodel for NDS Integration	G4721	2		150,000				150,000
<b>NEIGHBORHOOD &amp; DEVELOPMENT Total</b>			<b>750,000</b>	<b>1,400,000</b>	<b>300,000</b>			<b>2,450,000</b>

**AFFORDABLE HOUSING FUND  
GO BONDS**

				1,000,000				1,000,000
			750,000	400,000	300,000			1,450,000
<b>NEIGHBORHOOD &amp; DEVELOPMENT Total</b>			<b>750,000</b>	<b>1,400,000</b>	<b>300,000</b>			<b>2,450,000</b>

**PARKS & RECREATION**

Parks Annual Improvements/Maintenance	R4130	1	100,000	100,000	100,000	100,000	100,000	500,000
Park Annual ADA Accessibility Improvements	R4132	1	25,000	25,000	25,000	25,000	25,000	125,000
Frauenholtz-Miller Park Development	R4137	2		191,070				191,070
Riverfront Crossings Riverbank/Park Development	R4185	2	500,000	500,000				1,000,000
City Park Cabin Restoration	R4187	2	200,000					200,000
City Park Pool Cabana Shelters	R4188	2	65,000					65,000
Emerald Ash Borer Response Plan	R4189	1	75,000	75,000	75,000	75,000	75,000	375,000
Pheasant Hill Park Renovation	R4191	2	60,862					60,862
Happy Hollow Shelter & Bathroom Upgrades	R4192	4	150,000					150,000
Ashton House Patio Improvements	R4193	4	155,000					155,000
Intra-city Bike Trails	R4206	2	50,000	50,000	50,000	50,000	50,000	250,000
Hickory Hill Park & Trail Redesign & Development	R4224	1	200,000	200,000	200,000			600,000
Highway 1 Sidewalk/Trail	R4225	3			753,000			753,000
Sustainable Roadway Vegetation Management Program	R4226	3	25,000	25,000	25,000	25,000	25,000	125,000
Waterworks Park Boat Ramp	R4228	5				250,000		250,000
Willow Crk/Kiwanis Park Improvements	R4322	2		150,000	150,000			300,000
Recreation Center Phase 2 Improvements	R4329	3				215,000		215,000
Annual Recreation Center Improvements	R4330	1	50,000	65,000	65,000	65,000	65,000	310,000
Elementary School Recreation Facility Partnership	R4331	2		750,000				750,000
Upgrade Building BAS Controls	R4332	3	295,000	240,000				535,000
Mercer Aquatic Center/Scanlon Gym Improvements	R4335	2	38,000					38,000
Recreation Center Lobby Remodel	R4336	2		160,000				160,000
Black Hawk Mini Park/Pedestrian Mall	R4339	1		2,255,660				2,255,660
East/West Wing Pedestrian Mall Reconstruction	R4340	1				4,175,830		4,175,830

Department	Project#	Priority	2016	2017	2018	2019	2020	Total
Creekside Park Redevelopment	R4341	2		328,000				328,000
<b>PARKS &amp; RECREATION Total</b>			<b>1,988,862</b>	<b>5,114,730</b>	<b>1,443,000</b>	<b>4,980,830</b>	<b>340,000</b>	<b>13,867,422</b>
<b>CONTRIBUTIONS &amp; DONATIONS</b>			15,000			15,000		30,000
<b>GENERAL FUND</b>			355,000	1,090,000	340,000	340,000	340,000	2,465,000
<b>GO BONDS</b>			1,241,000	3,978,000	603,000	4,625,830		10,447,830
<b>OTHER STATE GRANTS</b>			180,000		500,000			680,000
<b>PARK DEDICATION FEES</b>			35,862	41,070				76,932
<b>UTILITY REBATES</b>			177,000					177,000
<b>PARKS &amp; RECREATION Total</b>			<b>2,003,862</b>	<b>5,109,070</b>	<b>1,443,000</b>	<b>4,980,830</b>	<b>340,000</b>	<b>13,876,762</b>

<b>POLICE</b>								
Police Department Flooring & Cabinets	Y4438	4			129,890			129,890
<b>POLICE Total</b>					<b>129,890</b>			<b>129,890</b>
<b>GO BONDS</b>					129,890			129,890
<b>POLICE Total</b>					<b>129,890</b>			<b>129,890</b>

<b>PUBLIC WORKS</b>								
Normandy Drive Storm Sewer Replacement	M3629	3		25,000	350,000			375,000
Stevens Drive Storm Sewer Improvements	M3630	3	25,000	350,000				375,000
Annual Storm Water Improvements	M3631	2	240,000	240,000	240,000	240,000	240,000	1,200,000
Lower Muscatine Area Storm Sewer Improvements	M3632	2				75,000	675,000	750,000
Vehicle Wash System at New Public Works Site	P3957	1	40,000	1,100,000				1,140,000
Public Works Facility	P3959	3		500,000	5,450,000			5,950,000
Riverside Drive Pedestrian Tunnel	P3974	2	100,000	1,434,000				1,534,000
Idyllwild Storm Water Drainage Diversion	P3976	3	450,000					450,000
Iowa City Gateway Project (Dubuque St)	S3809	1	21,061,516	18,469,516	13,885,117			53,416,149
Annual Traffic Signal Projects	S3814	3	150,000	150,000	150,000	150,000	150,000	750,000
Traffic Calming	S3816	3	25,000	25,000	25,000	25,000	25,000	125,000
Overwidth Paving - Sidewalks	S3821	3	25,000	25,000	25,000	25,000	25,000	125,000
Curb Ramps-ADA	S3822	1	100,000	100,000	100,000	100,000	100,000	500,000
Brick Street Repairs	S3823	2	20,000	20,000	20,000	20,000	20,000	100,000
Annual Pavement Rehabilitation	S3824	1	1,500,000	1,499,219	1,499,219	1,499,219	1,499,219	7,496,876
Underground Electrical Facilities	S3826	2	194,553	175,830	175,830	175,830	175,830	897,873
Annual Complete Streets Improvements	S3827	3		300,000	300,000	300,000	300,000	1,200,000
Sidewalk Infill Program	S3828	2		100,000		100,000		200,000
Alley Assessment	S3830	1	181,000		181,000		181,000	543,000
Burlington & Madison Intersection Improvements	S3834	3		2,300,000				2,300,000
Foster Rd Extension - Dubuque to Prairie Du Chien	S3839	2				100,000	2,600,000	2,700,000
Burlington & Clinton Intersection Improvements	S3840	2	1,138,332					1,138,332
Annual RR Crossings City Wide	S3843	2	20,000	20,000	20,000	20,000	20,000	100,000
Davenport Brick Street Reconstruction	S3850	2	675,000					675,000
American Legion Rd-Scott Blvd to Taft Ave	S3854	2				350,000	7,450,000	7,800,000
Mormon Trek - Right Turn at Benton & 3 Lane Conv	S3868	3	1,150,000					1,150,000

<b>Department</b>	<b>Project#</b>	<b>Priority</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Total</b>
1st Ave / IAIS RR Crossing Grade Separation	S3871	1	4,500,000					4,500,000
Annual Bridge Maintenance & Repair	S3910	1	50,000	50,000	50,000	50,000	50,000	250,000
LED Streetlight Replacement	S3932	2	75,000	75,000	75,000	75,000	75,000	375,000
Myrtle/Riverside Intersection Signalization	S3933	2		900,000				900,000
McCollister Blvd - Gilbert to Sycamore	S3934	2			350,000	3,025,000		3,375,000
Prentiss Street Bridge Replacement	S3935	1		125,000	1,025,000			1,150,000
Melrose Avenue Improvements	S3936	2				250,000	3,750,000	4,000,000
First Avenue Three-Lane Conversion	S3937	3	275,000					275,000
Washington Street Reconstruction	S3938	1	5,282,000					5,282,000
Annual Sewer Main Replacement	V3101	2	500,000	500,000	500,000	500,000	500,000	2,500,000
Sludge Biosolid Dewatering Equip Replacement	V3141	2	800,000					800,000
Backup Generator & Electrical System Upgrade	V3143	1				3,500,000		3,500,000
Wastewater Clarifier Repairs	V3144	1	150,000					150,000
Scott Boulevard Trunk Sewer	V3145	1		475,000	1,550,000			2,025,000
First Avenue (400-500 Block) Water Main Replace	W3212	2			637,100			637,100
Ground Storage Reservoir VFD Upgrades	W3213	2	113,275	121,900				235,175
Reseal Treatment Plant Building	W3214	2	27,500					27,500
Spruce St. (1300-1400 Block) Water Main Repl	W3216	3				217,350		217,350
Aquifer Storage and Recovery (ASR) Project	W3221	3				50,000	250,000	300,000
Dill St. Water Main Replacement	W3222	1	50,000	501,975				551,975
Douglas St./Douglas Ct. Water Main Replacement	W3223	1	630,000					630,000
Lee St/Highwood St Water Main Replacement	W3224	1					195,500	195,500
Water Treatment Plant Filter #6 Buildout	W3225	2	20,000	70,000	70,000	81,600		241,600
Water Plant Computer Control System(s) Replacement	W3226	2	99,500	55,000	55,000			209,500
Bradford Drive Water Main Replacement	W3300	3			40,000	266,000		306,000
Herbert Hoover Water Booster Pump Station	W3301	1					1,000,000	1,000,000
Giblin Drive Water Main Replacement	W3302	1	29,000	217,350				246,350
Sixth Avenue Water Main Replacement	W3303	1				40,000	275,000	315,000
<b>PUBLIC WORKS Total</b>			<b>39,696,676</b>	<b>29,924,790</b>	<b>26,773,266</b>	<b>11,234,999</b>	<b>19,556,549</b>	<b>127,186,280</b>

<b>CONTRIBUTIONS &amp; DONATIONS</b>			550,000				100,000	650,000
<b>EQUIPMENT FUND</b>			40,000	1,100,000	1,000,000			2,140,000
<b>FEDERAL GRANTS</b>			5,541,327	4,681,084	820,000		3,170,660	14,213,071
<b>GENERAL FUND</b>					750,000			750,000
<b>GO BONDS</b>			6,785,888	9,034,000	12,361,000	4,175,000	8,560,340	40,916,228
<b>LOCAL OPTION SALES TAX</b>			16,020,189	8,262,595				24,282,784
<b>OTHER LOCAL GOVERNMENTS</b>							1,600,000	1,600,000
<b>OTHER STATE GRANTS</b>			500,000	500,000				1,000,000
<b>REFUSE COLLECTION FUND</b>					700,000			700,000
<b>REVENUE BONDS</b>				2,025,000			1,000,000	3,025,000
<b>ROAD USE TAX FUND</b>			2,509,188	2,372,000	3,147,000	2,147,000	2,147,000	12,322,188
<b>STORM WATER FUND</b>			792,334	615,000	890,000	315,000	915,000	3,527,334
<b>TAX INCREMENT FINANCING</b>			20,714					20,714
<b>TRANSIT FUND</b>					1,000,000			1,000,000
<b>UTILITY FRANCHISE TAX</b>			325,365	293,049	293,049	293,049	293,049	1,497,561
<b>WASTEWATER FUND</b>			1,950,000	2,500,000	3,000,000	2,875,000	1,050,000	11,375,000
<b>WATER FUND</b>			1,815,275	1,116,225	802,100	654,900	720,500	5,109,000
<b>PUBLIC WORKS Total</b>			<b>36,850,280</b>	<b>32,498,953</b>	<b>24,763,149</b>	<b>10,459,949</b>	<b>19,556,549</b>	<b>124,128,880</b>

<b>Department</b>	<b>Project#</b>	<b>Priority</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Total</b>
<b>TRANSPORTATION &amp; RESOURCE</b>								
Landfill Surveillance Cameras	L3326	2	83,000					83,000
Landfill Gas Collection System Expansion	L3327	1	950,000					950,000
Landfill Equipment Building Replacement	L3328	2		800,000				800,000
Parking Facility Restoration Repair	T3004	2	400,000	400,000	300,000	200,000	100,000	1,400,000
Parking Facility & Enforcement Automation	T3009	3			270,000			270,000
Capitol & Dubuque Street Façade Improvements	T3017	4	150,000					150,000
Transit Facility Relocation	T3055	2					20,000,000	20,000,000
Transit Bus Shelter Replacement & Expansion	T3059	2	50,000	50,000				100,000
<b>TRANSPORTATION &amp; RESOURCE MGMT Total</b>			<b>1,633,000</b>	<b>1,250,000</b>	<b>570,000</b>	<b>200,000</b>	<b>20,100,000</b>	<b>23,753,000</b>
<b>FEDERAL GRANTS</b>							16,000,000	16,000,000
<b>GO BONDS</b>							700,000	700,000
<b>LANDFILL FUND</b>			1,033,000	800,000				1,833,000
<b>MISC TRANSFERS IN</b>							3,300,000	3,300,000
<b>PARKING FUND</b>			550,000	400,000	570,000	200,000	100,000	1,820,000
<b>TRANSIT FUND</b>			50,000	50,000				100,000
<b>TRANSPORTATION &amp; RESOURCE MGMT Total</b>			<b>1,633,000</b>	<b>1,250,000</b>	<b>570,000</b>	<b>200,000</b>	<b>20,100,000</b>	<b>23,753,000</b>
<b>Grand Total</b>			<b>45,423,538</b>	<b>39,845,520</b>	<b>30,824,456</b>	<b>17,770,829</b>	<b>41,716,549</b>	<b>175,580,892</b>