

DATE: November 19, 2015

REQUEST FOR PROPOSAL: #16-106, Rebid for Uniforms for the City of Iowa
City Fire Department

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:

**Attn: City Clerk's Office
City of Iowa City
410 E. Washington St., RM 140
Iowa City, IA 52240-1826**



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

Proposals shall be in a **sealed** envelope or container and clearly marked on the front **“Request for Proposal (Rebid) for Fire Uniforms for the City of Iowa City, RFP #16-106.”**

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 **November 27, 2015, 5:00 p.m. (CST)**.

June Nasby, Buyer II
june-nasby@iowa-city.org
(319) 356-5076

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

PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (Central Time), December 3, 2015. Proposers shall submit four (4) copies of their proposal. One (1) original marked **“ORIGINAL,”** and three (3) copies marked **“Copy 1”, “Copy 2” and “Copy 3”** (each copy shall be complete with all supporting documentation).

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

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

NO CONTACT POLICY: After the date and time established for receipt of proposals by the City, any contact initiated by the proposer with any 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 II Specific Conditions and Instructions to this Bid
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Section IV Cost Form
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SECTION I. SUBMITTAL PACKAGE CHECKLIST

DOCUMENTS REQUIRED TO BE SUBMITTED WITH THIS PROPOSAL

(Please review the following checklist to make sure the documents are included in four (4) copies of their proposal. One (1) original marked “ORIGINAL,” and three (3) copies marked “Copy 1”, “Copy 2” and “Copy 3” (each copy shall be complete with all supporting documentation.

Section One: Title Page

Provide the title of the Proposal being submitted, the RFP number, submittal date, and the name and logo of the company or companies submitting the Proposal.

Section Two: Cover Letter

Each proposer is to include with its Proposal a cover letter on the Proposer’s letterhead stating the Proposer has read, understands and agrees with all terms and conditions, and acknowledges any addendums as laid out in this RFP. The cover letter must also certify that the financial details in your Proposal will remain valid until 90 days from the date of Proposal submission.

Section Three: Table of Contents

List all sections, sub-sections and supporting appendices. Page number cross-references are to be included at a detailed level.

Section Four: Company History/Executive Summary

This should describe the capability of your company to perform the specific tasks outlined in this RFP. Also include a discussion on the corporate history, general description of the company, number of employees, number and location of offices, number of years in business. Proposer should provide a complete description of the years of experience and qualifications to providing uniforms to fire departments.

Section Five: Customer Service

Describe in detail the type of customer service your company will be offering the City of Iowa City. Include such items as how to place an order, how the items will be delivered, delivery time frame, how to return an order due to quality issues, material or color issues, or sizing issues, how your company deals with problems, etc.

Also, include the city and state the proposed representative is based and how many years of experience they have with fire uniforms.

Section Six: Completed Cost Form

Complete the cost form (Section IV).

Section Seven: References

A list of three (3) previous clients (fire departments) of similar size, service area, and nature, with whom the respondent has provided similar services. Each listed reference should include the type and size of the client organization, and a brief description and scope of services that were provided. Include name of company, contact person, address and phone number of contact person and the approximate number of employees that require uniform services.

References from the vendor must include agencies other than the City of Iowa City

Section Eight: Model Manufacturing Facilities Inquiries

The vendor must include Model Manufacturing Facilities Inquiries (Section V.) with the submitted proposal. Preference for award may be given to apparel manufactured and assembled in the USA. Completion of the City of Iowa City Policy (Model Manufacturing Facilities Inquiries) is not mandatory. Preference will be given to those who follow the Code of Conduct and complete the form.

Section Nine: Conflict of Interest

The company 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 submitted proposal (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).

Section Ten: Exceptions or Deviations

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

Section Eleven: Patches (Optional)

Provide pricing for the patches that are required by the Fire Department. (To receive pictures of current patches email june-nasby@iowa-city.org).

If you are not able to provide pricing for the patches, state “No Patch Price” in this section.

Note: The vendor’s proposal must include the items listed above and must be sealed at submission time. Failure on the vendor’s part to submit a sealed proposal and a complete proposal may be cause for rejection of the vendor’s proposal.

Concise Proposals: The City of Iowa City discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The City of Iowa City’s interest is in the quality and responsiveness of the proposal.

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS BID**A. SCOPE OF CONTRACT**

The City of Iowa City's Fire Department is requesting proposals from qualified vendors to provide and embroider various clothing items for City of Iowa City Fire Department per the terms, conditions, and specifications included in this Request for Proposal document. Clothing items will be ordered throughout the term of the contract.

B. ESTIMATED YEARLY QUANTITIES

The following table lists the estimated yearly quantities for this contract. The items and quantities listed below are only estimates and shall be used as a guide for proposers.

Option	Type	Description	Quantity
1	Men's Polo Shirt	100% cotton, preshrunk, short sleeve	90 each
1	Women's Polo Shirt	100% cotton, preshrunk, short sleeve	8 each
2	Polo Shirt	5.11 Performance Polo SS and LS	New item
3	Staff Uniform Shirt	Stretch 100% Textured Polyester, SS	12 each
3	Staff Uniform Shirt	Stretch 100% Textured Polyester, LS	12 each
4	Job Shirt	5.11 Quarter-Zip 72314	100 each
5	Firefighter Pants	TekTwill Trouser	90 each
6	Staff Pants	Regulation Trouser	12 each
7	Tactical Pants	5.11 Flex-Tac Stryke 74369	New item
8	Tactical Pants	5.11 Flex-Taclite Pro 74273	New item
9	Uniform Winter Coat	Blauer 9845-50	10 each

C. TERM OF CONTRACT

1. The term of this contract shall be from January 20, 2016 through January 31, 2019. No price escalation will be allowed during the original term of this contract.
2. This contract may be renewed at the expiration of its term with the mutual consent of the City and the successful vendor. The renewal may be for one (1), three (3) year period upon mutual consent of the parties involved. Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Agent ninety (90) days prior to the contract start date. 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.
3. Notice of intent to renew will be given to the contractor(s) in writing, sixty (60) calendar days prior to the expiration date of the current contract. This notice will not be deemed to commit the City of Iowa City to a contract renewal.

D. PATCHES (Optional):

The City of Iowa City is asking that the vendor be responsible for providing the patches.

E. PROPOSAL REQUIREMENTS

1. Vendors are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. Lack of knowledge of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful vendor from any obligation to comply with every detail and with all provisions and requirements of the contract documents, and will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the vendor.
2. The proposer is responsible for all costs related to the preparation of this proposal, including sample products and

embroidery.

3. The format of the vendor's proposal must be consistent with the format of the specifications listed.
4. The submission of a proposal by the vendor implies the vendor's acceptance of the terms and conditions of this proposal, unless otherwise stated.
5. Proposers are required to meet all qualifications and specifications of this proposal in order to be considered for award.
6. The proposer shall comply with the true intent of the proposal (not take advantage of any unintentional error or omission), but shall fully complete every material part as the true intent and meaning of the proposal.
7. Any costs associated with delivery, labor, embroidery, set-up, and purchase of the clothing not specifically set forth in the vendor's proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges proposed herein.
8. Proposed pricing shall specify F.O.B. destination and include all delivery and shipping charges.
9. Separate prices shall be provided for all items listed. The City reserves the right to add or delete quantities and styles. Pricing for additional items will be incorporated into the contract upon acceptance by the City.
10. The City is in no way restricted from obtaining the items specified in this contract from other vendors as needed.
11. Preference may be given to clothing items manufactured and assembled in the USA.
12. The brand listed for each item represents the current issue. Proposers wishing to substitute another brand must ensure that the item is of equal or superior quality. A complete array of swatches representing colors and materials available from standard uniform manufacturers, must be included with the vendor's proposal.
13. The proposer must be able to provide sewing on shoulder patches, and insignias.
14. Responses may be rejected if the vendor or proposer fails to perform any of the following:
 - a. To adhere to one or more of the provisions established in this Request for Proposal
 - b. To demonstrate competence, experience, and ability to provide the equipment and 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 (this may include providing samples of the uniforms that are being proposed. The samples will be provided at no cost to the City.)
 - e. To respond to a written request for clarification or additional information

F. GENERAL PROVISIONS

1. The uniform company shall provide the best quality material and services available in accordance with standard industry practices. Failure to provide quality material and/or service may lead to termination of this contract by the City.
2. The City of Iowa City has no obligation to buy a specific number of units as a result of this contract.

3. The vendor shall deliver needed uniforms in a timely fashion, but no later than 28 calendar days after being ordered. If the delivery schedule is not met, the City of Iowa City will receive a 5% discount per month the order is not received on the total cost of the late order.
4. Unless otherwise specified, the vendor shall unconditionally guarantee the materials, workmanship, and fit of the clothing. If any defects or signs of deterioration are noted which in the City's opinion are due to faulty workmanship, materials, or miss-fitting of the clothing, the vendor, upon notification and at his/her expense, shall replace the clothing within thirty (30) days of the City's written notice to the vendor. The replacement of the clothing shall be made only at such time as shall be designated by the City as least detrimental to the operation of City business.

Regardless of any statement to the contrary, the vendor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

5. Failure of the vendor to provide commodities within the time specified, unless extended in writing by the City, or failure to replace rejected commodities 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 services of comparable worth to replace the articles rejected or not delivered. On all such purchases, the vendor shall reimburse the City, within 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 vendor. If the contract is not cancelled, such purchases shall be deducted from the contract quantities. The City reserves the right to accept commodities delivered which do not meet specifications, subject to an adjustment in price to be determined by the City.
6. The vendor shall be responsible for any commodities covered by this contract. In addition, the vendor shall bear all risk for rejected commodities after written notice of rejection. Rejected commodities and services shall be replaced by and at the expense of the vendor after written notification of rejection.

Upon vendor's failure to replace commodities within the timeframe identified, the City may return the rejected commodities to the vendor at the vendor's risk and expense, or the City may dispose of them as its own property.

7. Initial inspection of commodities shall be conclusive except as regards to latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities shall be made within a reasonable time after delivery, but failure to inspect and accept or reject commodities and services shall not impose liability on the City if such commodities and services are not in accordance with the specifications. All commodities delivered to the City shall be accepted subject to inspection and physical count.
8. Defective clothing items with City emblems or logos must be destroyed and not resold. The vendor shall replace the clothing item, when the corrected item is received by the City, the incorrect item shall be returned to the vendor at the vendor's expense. Any item that has been incorrectly embroidered shall NOT be reused for this contract.
9. The City may use its own artwork when available. All artwork/embroidery tapes for this contract shall become the property of the City of Iowa City.

G. CONTRACT AWARD

1. The vendor's proposal must be complete to 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 proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
3. When in the best interest of the City of Iowa City, the contract may be awarded to two (2) or more vendors. If a vendor is not able to guarantee pricing based on receiving an award for only one of the clothing items, the vendor

must take exception to the request for proposal. All changes, including price, must be made before the vendor's proposal is submitted.

4. It is the intent of the City to make an award within sixty (60) working days of the proposal due date.
5. Award, if made, will be in accordance with the terms and conditions herein.
6. Award, if made, shall be in the form of a Purchase Order. Orders will be placed by the Fire Department using the contract purchase order.
7. Consideration may be given to discounts and pricing, past experience, references, qualifications, prompt delivery, customer service, material quality and durability, and distance from Iowa City.
8. Any change to the contract must be approved in writing by the Purchasing Agent and the vendor.
9. Awarded vendor will be given the City's Contract Compliance Document to complete and return before the purchase order is issued.
10. Awarded vendor will be required to submit a current certificate of insurance, before a purchase order is issued, see Section III-B. 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 noted as A or better by A.M. Best

H. CLOTHING MEASUREMENTS:

1. Upon commencement of the contract, the uniform vendor and the City will schedule a measurement date for City fire fighters. The date for measurements must coincide with the City's schedule and must be agreed upon by the City. Measurements will take about three (3) days and a couple of hours per day. Measurements for all fire fighters shall be kept on file so that the majority of the uniform orders can be handled via e-mail.
2. Arrangements must be made to measure or to have measured, all new fire fighters at the time of their hire.
3. All measurements will be at no charge to the City and will be performed at a City location.
4. Vendor must supply a qualified female to assist in the measurement of female employees for the spring and fall measurements and at the time of a female hire.

I. EVALUATION PROCESS:

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. The evaluation committee may conduct discussions with any offeror that submits an acceptable or potentially acceptable proposal. Offerors 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 offeror. The evaluation committee reserves the right to request the offeror 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 bidder to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the bidder. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's requirements. The following table lists the maximum points associated with each category.

“The Vendor’s submission of a proposal implies contractor acceptance of the evaluation technique and contractor 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>
Delivery, Service, and location of sales representative, references, qualifications, and past experience with the City	20
Price	40
Material quality and durability	<u>40</u>
Total	100

The above conditions and instructions clarify this specific proposal document, but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS (Section III).

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.** 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.

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: <http://www.icgov.org/default/apps/equipment/commodities.asp>

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 website 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.

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. COST FORM

1. Men's and Women's 5.11 brand Professional Polo (Short Sleeve) - 41060 (men) and 61166 (women)

The polo must come in Dark Navy and White. Available sizes should include S to XXXL.

This shirt is to include embroidery on the right and left chest. Embroidery should include a Maltese cross on the left chest (to be determined by the City) and a rank with name on the right chest. The name and rank should be white stitching (embroidery).

Specify the brand your company is proposing: _____

Price for Short Sleeve \$ _____

Price for Short Sleeve Long \$ _____

2. Men's and Women's 5.11 brand Performance Polo 71049 (Short Sleeve) and 72049 (Long Sleeve)

The polo must come in Dark Navy and White. Available sizes should include S to XXXL.

This shirt is to include embroidery on the right and left chest. Embroidery should include a Maltese cross on the left chest (to be determined by the City) and a rank with name on the right chest. The name and rank should be white stitching (embroidery).

Specify the brand that your company is proposing: _____

Price for Short Sleeve \$ _____

Price for Short Sleeve Long/Tall \$ _____

Price for Long Sleeve \$ _____

Price for Long Sleeve Long/Tall \$ _____

3. Elbeco TexTrop Short and Long Sleeve Staff Uniform Shirt

The shirt must come in White.

Tapering of each shirt shall be provided by the vendor.

Specify the brand your company is proposing: _____

Price for Short Sleeve \$ _____

Price for Long Sleeve \$ _____

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

Name: _____

Phone Number: _____

E-mail Address: _____

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to perform the contract as described in the proposal documents.

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: _____

Authorized Representative: _____

Signature of Representative: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

E-mail Address: _____

Date Signed: _____

SECTION V. MODEL MANUFACTURING FACILITIES INQUIRY

In April of 2000, the City of Iowa City adopted a policy that states, in part, that procurement of goods and services shall be “conducted in a manner that is socially responsible and sensitive to the work environment of those who produce said goods and services.” Whenever possible, the City of Iowa City will acquire goods and services from responsible and ethical manufacturers.

The City of Iowa City, therefore, requests proposers answer the following inquiry. Responses may be taken into consideration when Iowa City makes purchasing decisions. The inquiry is intended to provide companies with the opportunity to distinguish themselves from other proposers on ethical grounds.

SOURCE OF PRODUCTS PURCHASED BY THE CITY OF IOWA CITY

Manufacturing Facility _____

Address _____

Telephone _____ **e-mail** _____

Information Provider Name & Title _____

Products _____

Using a separate form for each manufacturing facility, please obtain answers to all the inquiries below if possible. Enter “no disclosure” if information is withheld from you.

1. State whether there is any known child, forced, or indentured labor within the manufacturing facilities? Identify the number and the ages of all minor employees.
2. Identify the hours worked daily by all employees, by job classification, including the times the employees begin and end each work period.
3. Are manufacturing employees free to speak up about working conditions without fear of reprisals?
4. Please identify by job classification, the wages and health benefits received by all employees engaged in the manufacture, distribution or servicing of contracts at each facility.
5. Provide the average wage per job classification, (excluding benefits), for full-time manufacturing workers at the facility.
6. State whether full-time manufacturing workers receive health insurance.
 _____ Yes _____ No
7. If the answer to #6 is yes, identify the percentage of the premium paid by the employer. _____%

Verified by:

Name: _____ Title: _____

Signature: _____ Date: _____