



CITY OF IOWA CITY

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

DATE: March 31, 2016

REQUEST FOR PROPOSAL: #16-163 RECYCLING CONTAINERS WITH LIDS

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

QUESTIONS: All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative. All questions will be answered on an individual basis and will not be posted to the City's website. In order to receive a response all questions must be in written form and be submitted via e-mail no later than **noon (local time), April 8, 2016.**

Purchasing Questions

Mary Niichel-Hegwood

Purchasing Agent

mary-niichel@iowa-city.org

(319) 356-5078

ADDRESS PROPOSALS TO: Attention of the City Clerk, City Hall, 410 E. Washington Street, RM 140, Iowa City, IA 52240-1826, on or before the local time and date specified below. Proposals shall be **sealed** and clearly marked on the front "**Proposal for Recycling Containers with Lids, RFP #16-163.**"

Faxed or E-mailed proposals will not be accepted.

PROPOSALS ARE DUE NO LATER THAN: **2:30 p.m. (local time), April 15, 2016.** Proposers shall submit **two (2)** copies of their proposal.

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

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

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

NO CONTACT POLICY. After the date and time established for receipt of proposals by the City, any contact initiated by the vendor or by a City representative, other than the Purchasing Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the vendor from the procurement transaction.

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SECTION I. PROPOSER'S CHECKLIST

The following items must be included with the two (2) copies of the vendor's submitted proposal.

- _____ Product data: Details on the specified recycling containers
- _____ A completed Detailed Specifications form (**Use form provided in Section V**)
- _____ Three (3) references from agencies that have purchased the specified recycling containers from the vendor. References must include the name of the agency, name of the agency's contact, phone number of the contact, and the agency's address. References from the vendor must include agencies other than the City of Iowa City (**Use form provided in Section VI**).
- _____ A completed and signed Price and Company Information form (**Use form provided in Section VII**)

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

A sample of the proposed recycling container and lid must be received by the Assistant Solid Waste Superintendent by 2:30 p.m. (local time), April 12, 2016, in order for the vendor to be considered for award. Vendors must contact Rodney Walls, Assistant Solid Waste Superintendent, at (319)356-5466 or (319)330-2827 to make arrangements for the delivery of the sample container and lid. The sample will be provided at no cost to the City. The vendor will be responsible for making arrangements to pick up the sample once an award has been made; removal of the sample will be at no cost to the City.

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL

A. SCOPE OF WORK

The City of Iowa City is soliciting competitive sealed proposals from qualified vendors to provide and deliver eighteen (18) gallon recycling containers, complete with lids, to the City's Solid Waste Division per the terms, conditions, and specifications contained within this Request for Proposal document.

The proposer must be an authorized seller of the recycling containers. The recycling containers shall be new, unused and equipped as specified in Section V. Detailed Specifications.

Pricing shall be provided for the following options:

2,000	recycling containers with lids
1,500	recycling containers with lids
1,000	recycling containers with lids
500	lids only

B. PROPOSAL REQUIREMENTS

1. If any vendor is in doubt as to the intent or meaning of any part of this Request for Proposal, the vendor must contact the City Representative listed on page one (1) no later than **noon (local time), April 8, 2016**.
2. Vendors are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by the vendor implies the vendor's acceptance of the terms and conditions of this Request for Proposal, unless otherwise stated. All deviations from the specifications must be noted in detail by the vendor, in the summary letter, at the time of submittal of this proposal. The absence of a written list of deviations at the time of submittal of the proposal will hold the vendor strictly accountable to the specifications contained in this Request for Proposal.
3. Vendors are required to meet all qualifications and specifications of this Request for Proposal in order to be considered for award.
4. The vendor is responsible for all costs related to the preparation of this proposal.
5. The submission of a proposal by the vendor implies the vendor's acceptance of the terms and conditions of this Request for Proposal, unless otherwise stated.
6. Pricing must include all fees required to supply and deliver the product, including, but not limited to, freight, delivery fees, testing and inspection, and printing fees. Any costs to the City not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges bid herein.
7. All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
8. The vendor's proposed pricing shall be firm for a period of one year from the date stated on the City's purchase order. During this time, the City will have the option to order additional recycling containers and lids, as specified, at the firm price.
9. Insurance will be required before issuance of a Purchase Order, see **Section III-B. General Conditions & Instructions to Proposers**.
10. Vendors shall specify the number of calendar days from date of Purchase Order when delivery will be made, see **Section VII. Price and Company Information**.

11. Responses may be rejected if the vendor 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 commodities described in this Request for Proposal
- c. To submit a response on or before the deadline and complete all required forms
- d. To respond to a written request for clarification or additional information

C. CONTRACT AWARD

1. The City reserves the right to qualify, accept, or reject any or all vendors as deemed 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.
2. Consideration may be given to, but not limited to, Delivery Time, the Proposed Recycling Containers/Lids and Conformance to Specifications/Warranty, Vendor References and Previous Experience with the City, and Pricing/Discounts.
3. Past performance of the vendor and completeness of the submitted proposal will also be considered for award. The City reserves the right to reject any and all proposals that are incomplete and do not contain the required documents.
4. Award, if made, shall be in the form of a Purchase Order.
5. Award, if made, shall be in accordance with the terms and conditions herein.
6. It is the City's intent to make an award within sixty (60) working days of the proposal due date.
7. The City is in no way restricted from purchasing the specified commodity from other vendors as needed.
8. Awarded vendor will be required to submit a current Certificate of Insurance prior to order placement. The certificate of insurance shall include the following items:
 - The City of Iowa City will be named as additionally insured
 - Project bid number and project title as the description
 - Insurance carrier will be rated as A or better by A.M. Best

D. WARRANTY

The vendor warrants that all articles, materials and service performed shall be consistent with manufacturer's specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at awarded vendor's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

E. 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 vendor that submits an acceptable or potentially acceptable proposal. Vendors 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 vendor or any individual that is not a member of the evaluation committee. The evaluation committee reserves the right to request the vendor 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. 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 specifications. The following table lists the maximum points associated with each category.

“Vendor 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>
Proposed Recycling Containers/Lids and Conformance to Specifications/Warranty	25
Vendor References and Previous Experience with the City	25
Pricing/Discounts	25
Delivery Time	<u>25</u>
Total	100

F. DELIVERY & PAYMENT

1. All deliveries shall be made to the City of Iowa City Solid Waste Division, 3800 Napoleon Lane, Iowa City, IA 52240.
2. Awarded vendor must contact the Assistant Solid Waste Superintendent to arrange a time for delivery.
3. Delivery of the recycling containers and lids must be between 7:30 a.m. to 2:00 p.m., Monday through Friday (excluding holidays).
4. All invoices for the required commodities or services must be sent to the following address:

Purchasing Division
Attn: Mary Niichel-Hegwood
City of Iowa City
410 East Washington St.
Iowa City, Iowa 52240

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

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

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

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

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

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

A. CONDITIONS FOR PROPOSING

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

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

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

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

5. **RECEIPT OF PROPOSALS.** Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.

6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. TRADE SECRETS OR PROPRIETY INFORMATION. The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.
8. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. COLLUSIVE PROPOSING. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. OFFICERS NOT TO BENEFIT. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. EQUAL EMPLOYMENT OPPORTUNITY. All Proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.
13. WAGE THEFT. All City contractors with contracts of \$25,000 or more must abide by the requirements of the City's Wage Theft Policy. Pursuant to the Wage Theft Policy, the City will not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt.
The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

B. BONDS AND INSURANCE

1. BID SECURITY. **When required**, no bid shall be considered unless accompanied by either of the following forms of bid security:

- a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
- b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

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

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

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

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

Insurance Requirements

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

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

C. SPECIFICATIONS

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

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

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

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

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

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. It is the Proposer's responsibility to visit this 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. **PRESENTATIONS.** When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

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

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

E. GENERAL CONTRACT PROVISIONS

1. **CONTRACT AWARD.** Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.

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

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

9. DELIVERY FAILURES. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are

substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.

10. **FORCE MAJEURE**. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
11. **INDEMNITY**. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

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

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

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyright or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
 - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.
12. **ANTI-DISCRIMINATION**. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.
 13. **CHOICE OF LAW AND FORUM**. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in the Iowa District Court in and for Johnson County, Iowa City, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation immunity in State or Federal court, which may be available to the City.

F. PAYMENT PROVISIONS

1. **PAYMENT TERMS**. Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.

2. INVOICING. Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice to:

Purchasing Division
Attn: Mary Niichel-Hegwood
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. DETAILED SPECIFICATIONS

Vendors shall complete every item in this section by placing a Y in the parenthesis [Y], to indicate the item being proposed is exactly as specified or by placing an N in the parenthesis [N], and then provide an explanation to indicate any deviation from specifications. **The City reserves the right to reject a proposal if any item below is left blank or considered incomplete.**

1. Description:

a. 18 Gallon

[] Exactly as specified. State Brand and Model:

b. Container must be weather resistant. Containers will be used for outside pickup.

[] Exactly as specified.

2. Container Material Specifications:

a. Container shall be a high density Polyethylene with ultra-violet light stabilizers.

[] Exactly as specified.

b. Temperature range shall be a minimum of - 20 degrees F to + 120 degrees F.

[] Exactly as specified.

c. Container wall thickness and bottom shall be a minimum thickness to remain rigid at all times. Top molded lip shall be capable of holding a loaded container when mounted on hanging brackets on the side of a recycling collection vehicle.

[] Exactly as specified.

3. Size:

a. The Recycling Container shall be twenty-three (23) inches long, eighteen (18) inches wide, fifteen (15) inches high or alternate size. Bidder must state size below.

Exactly as specified. State Size:

Length X Width X Height

b. Wall thickness shall be one hundred (100) millimeters thick.

Exactly as specified. State thickness:

c. Weight shall be approximately five (5) pounds.

Exactly as specified. State actual weight of container with lid.

4. Container Drainage:

a. Container must have a recessed channeled drainage system in the bottom of the container designed to contain liquids. The container must also have a minimum of four (4) drainage holes on raised areas in the bottom.

Exactly as specified.

5. Container Lid:

a. Container must have a securely fitting domed lid, which allows for additional storage capacity above the top of the box.

Exactly as specified.

6. Color:

a. Container shall be blue and the lid shall be black. State color below.

Exactly as specified.

7. Container Identification:

- a. Each container shall be hot stamped on two (2) sides in white. Camera ready artwork will be supplied to the awarded vendor. Container must have the City of Iowa City (logo). The logo will be 5 ½” x 6”. The City of Iowa City logo is and must remain the property of the City of Iowa City.

The awarded vendor must supply the City with a proof of all markings before placement on recycling containers. All proofs must be approved by the City before placement on recycling containers. The location of all markings must be approved by the City of Iowa City before placement on recycling containers.

Exactly as specified.

- b. Provide method of printing/application of white ink.

Exactly as specified.

8. Post Consumer Plastic:

- a. State the percentage of post consumer plastic used in the container and lid.

Exactly as specified.

9. Delivery:

- a. The awarded vendor shall deliver the Recycling Containers and Lids in thirty (30) days or less after receiving the purchase order.

Exactly as specified. State delivery time from receipt of order:

10. Pricing:

- a. The awarded vendor shall offer the same price per Recycling Container with Lid to any political subdivision in the State of Iowa and any City of Iowa City Department, for a period of one (1) year after the date stated on the purchase order.

Exactly as specified.

11. Warranty:

a. Supplier shall state and provide a copy of their warranty offered, which shall be no less than five (5) years.

[] Exactly as specified.

SECTION VI. REFERENCES

The vendor must provide a minimum of three (3) references that have purchased the specified recycling containers and lids from the vendor. References must include the name of the agency, name of the agency's contact, phone number of the contact, and the agency's address. The City reserves the right to contact the references regarding the general performance of the vendor and the proposed product. **The City of Iowa City will not be accepted as a reference.**

1.) Agency Name: _____
Agency's Address: _____
Agency's Contact: _____
Title of Contact: _____
Phone Number: _____

2.) Agency Name: _____
Agency's Address: _____
Agency's Contact: _____
Title of Contact: _____
Phone Number: _____

3.) Agency Name: _____
Agency's Address: _____
Agency's Contact: _____
Title of Contact: _____
Phone Number: _____

Note: The vendor may include a separate page with the submitted proposal for additional references.

Exceptions, Deviations or other Agreements

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

Prohibited Interest

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

Liens or Unsatisfied Judgments

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

City of Iowa City Wage Theft Policy

Your firm must carefully review the policy included in Section 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.

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.

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: _____

AUTHORIZED SIGNATURE

Name of Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____

Date Signed: _____