

**DATE:** July 27, 2016

**REQUEST FOR PROPOSAL:**

**RFP #17-24 Consulting Services for a Bicycle Master Plan for the City of Iowa City**



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

**ADDRESS PROPOSALS TO:** Attention of the City Clerk’s Office, City Hall, 410 E. Washington St., RM 140, Iowa City, IA 52240-1826. Proposals shall be sealed and clearly marked on the front “**Consulting Services for a Bicycle Master Plan for the City of Iowa City, RFP #17-24.**”

**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. 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 **August 23, 2016, noon (local time).**

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

**PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (local time), August 30, 2016.** Proposers must submit **five (5) sealed hard copies** of the proposal.

The City is not responsible for delays occasioned by the U.S. Postal Service, or other carriers, the internal mail delivery system of the City, or any other means of delivery employed by the 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.

Insurance is required for this project, as specified in Section II – J. and Section IV- B.

**NO CONTACT POLICY.** All questions regarding this Request for Proposal must be in written form and must be submitted to the representative listed above. After the date and time established for receipt of proposals by the City, any contact initiated by the proposer or by a City representative, other than the representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

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

Review the following checklist to make sure the contents listed below are included in all five (5) sealed copies of your company's proposal. A maximum number of 12 double-sided (24 single-sided) pages are allowed for this proposal.

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

### **Section 1 - Executive Summary and Project Statement**

Letter of submission: Letter shall include the name, address, phone number and email address of the person(s) who will: a) serve as the Project Manager for the project; b) serve as the Principal Contact with the City; and c) make presentations on behalf of the firm. The same information will be required for any sub-consultants working with the primary consultant.

Include key elements of the proposal and briefly state overall understanding of the project, project needs, and services to be provided.

### **Section 2 – Experience with Similar Projects**

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

### **Section 3 - Respondent's Expertise and Subcontractor's Expertise**

This list should include the identification of the contact person with primary responsibility for this contract, the personnel proposed for this contract, and any supervisory personnel, including partners and/or sub-consultants, and their individual areas of responsibility. A résumé for each professional and technical person assigned to the contract, including partners and/or subconsultants, shall be submitted.

### **Section 4 - Project Work Plan**

This should include a detailed project plan describing the specific work tasks. Identify any insights into the project, variances to the proposed scope of work, the work tasks to be undertaken, how activities will be coordinated, the procedures and methodology to be employed, the output or products to be provided, and identify what information is needed from the City. This should include a project framework with clear tasks and milestones, including deliverables and public process. Proposers are encouraged to provide innovative and cost effective ideas to create a successful plan.

### **Section 5 – Project Schedule**

Provide a detailed schedule indicating total time for each task, benchmarks for evaluating progress, meetings, and overall time for completion.

### **Section 6 – References**

Provide three (3) client references for projects of similar size and scope. Each reference must include the agency's name, address, contact, title of contact, phone number, and e-mail address. The City reserves the right to contact the references regarding the project and the performance of the proposer. **The City of Iowa City will not be accepted as a reference.**

*This section is in addition to the information required for Section 2 Experience with Similar Projects.*

### **Section 7 – Project Fees**

A comprehensive and detailed listing **all costs, fees, and reimbursable fees** to be incurred as a part of your company's work. This project will be a collaborative effort with the City of Iowa City. City staff will work closely with the successful Consulting Team on all aspects of the project. Within your response please include how you would work with City staff to conduct the Plan update in an effort to

save costs wherever possible. All costs for this project must be included in the submitted proposal. Exclusion of any costs for this project will be the responsibility of your company.

\_\_\_\_\_ **Section 8 – Completed and Signed Company Information Form** (*Include form provided in Section VI*).

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

### **A. Project Description:**

The City of Iowa City (IA) is soliciting proposals from qualified consultants to provide professional planning services for a Bicycle Master Plan. Proposals should address both a public input process and master plan development that will lead Iowa City to timely action and improvement as a bicycle friendly community. While the geographic scope of this plan is within the city limits of Iowa City, the plan will also contemplate future opportunities within the Iowa City Growth Area as well as connecting to important regional bicycle facilities and bicycle routes outside municipal boundaries.

The Bicycle Master Plan will build upon other City planning efforts to expand the role that bicycling plays in achieving the City's stated goals for transportation, economic development, neighborhood livability, community identity, safety, environmental preservation, and health and wellness. Through comprehensive and inclusive public input and careful analysis, the plan will focus on identifying near- and long-term strategies and prioritized actions for increasing bicycle ridership, comfort, connectivity, and safety for bicyclists of all ages and abilities throughout all Iowa City's neighborhoods, creating a framework for expanding Iowa City's bicycle network. This includes identifying a set of timely actions and improvements to achieve BFC Gold Status. The City encourages innovative context-sensitive solutions and strategies.

The general scope of this project consists of a planning process that identifies and prioritizes bicycle improvements based on existing conditions, adopted plans and policies, and the particular needs of bicyclists in Iowa City gathered through public input.

### **B. Project Purpose:**

To capture the community's vision for a bike-friendly community that allows all residents access to safe, low-stress facilities to meet their daily transportation needs, the Bicycle Master Plan will:

1. Develop a framework for a comprehensive and integrated network of bicycle facilities, corridors, and low-stress routes that serve all neighborhoods, providing connections to the Downtown, the University of Iowa Campus, employment centers, neighborhood schools, and regional bike facilities.
2. Identify and prioritize projects, programs, and policies focused on expanding participation by making bicycling for daily needs safer, more comfortable, and more convenient.
3. Identify strategies that will guide the planning, funding, implementation, and maintenance of future projects with performance measures that allow the City to assess its progress.

Phase 1: Identify high visibility projects and programs with low costs that can be implemented or piloted within 6-12 months of adoption of the plan.

Phase 2: Identify the highest priority projects to be implemented over the following 10 years.

To accomplish these goals, the plan will focus on impact and connectivity as well as improvement to real and perceived safety, including on- and off-road facilities. Education, enforcement, encouragement, and evaluation/planning strategies should be addressed along with strategies to enhance wayfinding and end of ride facilities (e.g. bicycle parking) and opportunities to promote Iowa City's forthcoming bike share program. Bicycle connections to and through city parks, the University of Iowa Campus, and to adjacent communities should also be considered.

Iowa City's Street Design Guidelines and Complete Streets Policy will be referenced, but additional consideration should be given to the NACTO Bikeway Design Guide, NACTO Urban Street Design Guide, and other national design guides for a greater diversity of treatments.

Finally, the plan should consider traditional funding sources to implement recommendations but should also identify non-traditional opportunities and collaborations that could expedite implementation and build community pride and ownership in future improvements.

We anticipate that the plan will be completed within an **8- to 10-month** time frame.

**C. Project Outcome:**

Through the development of a Bicycle Master Plan the City aims to accomplish the following:

1. Articulate a clear vision and achievable goals to create a bicycle system and supporting policies and programs that address the needs and safety of all users.
2. Engage strong and diverse public participation in the planning process, including input from traditionally underrepresented groups (e.g. economically disadvantaged populations, racial/ethnic minorities, youth) at all steps of the process.
3. Describe strategies and performance measures to:
  - Guide the planning, funding, implementation and maintenance of projects proposed in the plan;
  - Create a safe and seamless network of on- and off-street bicycle facilities and routes; and
  - Increase the number of bicyclists of all ages, genders, income levels, and abilities;
4. Scope the highest priority projects to include:
  - An assessment of cultural and environmental constraints for the identified projects;
  - Written documentation of project issues and overall feasibility;
  - A complete preliminary cost estimate for further engineering, project administration, and construction;
  - Consider innovative design concepts and best practices, including wayfinding and identification of bikeways (actual design of wayfinding elements is not part of this process).
5. Develop a phased action plan to initiate improvements to the bicycle network to achieve Gold level status as a Bicycle Friendly Community in the short-term (in 2017), and building a foundation for a more comprehensive network that will ensure all residents access to a safe, low-stress route to serve their daily bicycling needs.

**D. Background of Iowa City:**

Home to the [University of Iowa and the county seat of Johnson County](#), Iowa City encompasses approximately 25 sq. miles. The U.S. Census Bureau estimates the 2015 population at 74,220, making it the fifth-largest city in the state. Nearly a quarter of the population is college-age adults (ages 20-24). Iowa City is adjacent to the communities of Coralville and North Liberty and the community of University Heights is completely contained within its municipal boundaries.

Iowa City is currently designated as a Silver-level Bicycle Friendly Community (BFC) by the League of American Bicyclists. In 2016, the City Council adopted a strategic goal to build upon this designation by establishing a plan for achieving a gold-level status in 2017 and setting a foundation toward achieving platinum level status in the future. In addition, Iowa City's certification as a Blue Zones Community, and its 4-star STAR Community rating (Sustainable Tools for Assessing and Rating Communities), demonstrate its commitment to increasing bicycle ridership to achieve health and environmental benefits.

Bicyclists currently account for 3.2% of the commuters in Iowa City. There are approximately 3.5 miles of bike lanes, 2.5 miles of shared lane markings, and more than 30 miles of off street multi-use trails in Iowa City. The Iowa City Bicycle Library—a non-profit program that refurbishes bicycles

for purchase or annual check-out—is now in its eleventh year of operation. By 2017, Iowa City will have its first bicycle share program—a joint effort between the University of Iowa and the City.

**E. Proposal Requirements:**

1. If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer should contact the City representative listed on page one of this document no later than **August 23, 2016, noon (local time)**. All questions must be in e-mail form in order to receive a response.
2. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a company concludes the company's acceptance of the terms and conditions herein, unless otherwise stated.
3. The format of the company's proposal must be consistent with the specifications listed on the ***Proposal Submittal Checklist – Section I***. Each copy must be organized as stated on the checklist and contain all of the required information in order for the City to fully evaluate the submitted proposal.
4. The proposer is responsible for all costs related to the preparation of the submitted proposal, any costs associated with the preparation of additional material, and any required visits to the City during the pre-award process.
5. ***Any costs associated with this project not specifically set forth in the company's submitted proposal will be the sole responsibility of the proposer. Price/Cost adjustments presented after the contract has been awarded will not be accepted by the City.***
6. All submitted proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. Responses may be rejected if the proposer fails to perform any of the following:
  - a. To adhere to one or more of the provisions established in this Request for Proposal
  - b. To demonstrate competence, experience, and ability to provide services described in this Request for Proposal
  - c. To submit a response on or before the deadline and complete all required forms
  - d. To fulfill a request for an oral presentation or interview
  - e. To respond to a written request for clarification or additional information
8. Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

**F. Reference Checks and Proposal Clarification:**

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

**G. Contract Negotiations:**

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

The negotiated contract will provide that any material designed specifically to meet the project needs, or any modifications to existing materials for the project will become the property of the City of Iowa City over which it shall have exclusive property rights.

**H. Evaluation Process:**

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

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. Phase I of the evaluation process shall be based on a 100 point scale. It is required that a proposal receive a minimum of 80 points in order to move on to Phase II and be considered for award.

The proposal that accrues the highest points shall be recommended for award subject to the best interests of City. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's requirements. The following table lists the maximum points associated with each category.

The proposal that accrues the highest points shall be recommended for award subject to the best interests of the City of Iowa City. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds identified requirements. The following table lists the maximum points associated with each category.

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

| <u>PHASE ONE - POINT CATEGORY</u>   | <u>ASSIGNED POINTS</u> |
|---|------------------------|
| Experience  | 30                     |
| <ul style="list-style-type: none"> <li>• Company History</li> <li>• Qualifications, Personnel, Company Expertise</li> </ul> |                        |
| Proposed Work Plan  | 40                     |
| <ul style="list-style-type: none"> <li>• Project Approach</li> <li>• Project Schedule</li> </ul>                            |                        |
| Project Costs   | <u>30</u>              |
| <b>Total Points for Phase One</b>   | <b>100</b>             |

| <u>PHASE TWO - POINT CATEGORY</u>                          | <u>ASSIGNED POINTS</u> |
|--|------------------------|
| Interview/Presentation                                     | 30                     |
| References, Proven Success of Contracts with Other Clients | <u>20</u>              |
| <b>Total Points for Phase Two</b>                          | <b>50</b>              |
| <b>Total Points for Phase One and Phase Two</b>            | <b>150</b>             |

**I. Interview:**

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

**J. Contract Award:**

1. The submitted proposal must be complete to be considered for award.
2. Award, if made, will be between the City and the proposer. The selected proposer shall not subcontract any part of this contract without the prior written approval of the City. All subcontractors working on this contract must be employed by and responsible to the awarded vendor; all fees for this project will be paid to the main contractor. Failure to comply with the subcontractor provision will result in termination of the contract.
3. The City reserves the right to qualify, accept, or reject any or all proposers as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the proposer to the terms and conditions of the Request for Proposal.
4. Award, if made, will be in accordance with the terms and conditions herein.
5. *Award, if made, shall be in the form of a contract purchase order issued by the City, which will include the terms and conditions of this Request for Proposal, and any additional submittals by the proposer that have been accepted by the City.*
6. Any change to the contract must be approved in writing by the Purchasing Agent and the awarded vendor.
7. Consideration may be given to, but not limited to, the company's qualifications, experience with past and present clients, customer satisfaction and references, proven success of other contracts, company's financial stability, the company's ability to demonstrate an understanding of the work to be performed, demonstrated capacity to provide timely and quality deliverables, the company's ability to comply with the requirements of this Request for Proposal, value of service relative to proposed costs.
8. The selected proposer will be given the City's **Contract Compliance Document** to complete and return before the commencement of the contract.

9. By submitting a proposal in response to this Request for Proposal, the proposer acknowledges that the proposal submitted shall become public information after the contract is awarded.
10. Before award of this contract, the selected proposer shall submit a certificate of insurance that shall include professional liability insurance covering the selected proposer's liability for the proposer's negligent acts, errors and omissions to the CITY in the sum of \$1,000,000.
  - The City of Iowa City will be named as additional insured
  - Project proposal number and project title as the description
  - Insurance carriers will be rated as A or better by A.M. Best

### **SECTION III. SERVICES PROVIDED BY CONSULTING TEAM**

#### **Project Administration and Quality Control**

The Consulting Team will manage all technical aspects of the plan:

- Monitor and provide regular reports on work progress and budget.
- Coordinate and facilitate communication, assign staff, oversee technical work, and implement quality control.
- In consultation with City Staff, assemble and engage a Technical Advisory Committee (mainly staff) and a Bicycle Advisory Committee (stakeholders) to help guide an inclusive and engaging planning process and to formulate an impactful plan.
- Provide as-needed project coordination conference calls and/or meetings to report schedule status, outstanding issues and action items, and overview of upcoming work.
- Prepare meeting agendas and materials.
  - Distribute materials at least seven days in advance of meetings.
  - Provide note-taking/minutes of all meetings to be available within 7 days.
- Provide an interactive online project site (e.g. blog, website) to disseminate project information and materials formatted for online distribution.
- Provide documents in MS Office or Adobe Design and PDF formats.
- Provide GIS shapefiles and geodatabase for all maps.
- Provide project schedule timeline for meetings, public workshops, milestones, etc.

#### **TASK 1: Project Initiation and Orientation**

Within six (6) weeks of being selected, the Consultant Team will develop a detailed plan to guide the overall process. This will include, but is not limited to, the following elements:

- Review project tasks and objectives with City Staff.
- Review and refine scope of services and data collection methods.
- Collect available data, adopted plans related to bicycling or connectivity, and other published materials.
- Establish a detailed schedule identifying key milestones and deliverables.
- Establish communication channels with city departments and appropriate agencies, organizations.
- Review and list all applicable design and planning standards.
- Public engagement plan, including strategies for reaching under-represented populations.

*If necessary, changes to the Scope of Work may be made at the conclusion of this task, and an amended Scope and Schedule will be provided.*

- Establishment of a Technical Advisory Committee (TAC) and Bicycle Advisory Committee (BAC).

Consulting Team will help to form a TAC that will consist of representatives from the following City departments: Neighborhood and Development Services, Engineering, Streets, Parks and Recreation, Planning, Economic Development, Sustainability, Police. The Consulting team will also have representation from the University of Iowa. Consultant team will meet with the TAC on monthly/regular basis to review work in progress.

Consulting Team will help form a Bicycle Advisory Committee made up of bicycle and trail stakeholders to help reach agreement on policy issues, guiding principles, prioritization of projects, and to structure content of the Plan. The BAC will assist with promoting the planning process and with gathering public input. Consultants would have extensive experience conducting outreach and identifying critical players for a meaningful and diverse public involvement process.

- Set schedules and agendas, take minutes/notes, and provide support materials for meetings with advisory committees.

**DELIVERABLES:**

- ✓ Detailed plan and schedule for the process, including milestones and deliverables.
- ✓ BAC and TAC established.
- ✓ Notes/minutes from various meetings.

**TASK 2: Vision, Goals, and Objectives**

Building on existing City Plans, the Consulting Team will work with City staff and the advisory committees to develop a consistent overall vision and goals and objectives for the plan in order to increase bicycle participation in Iowa City. This vision should be comprehensive and focused on impact, extending to all neighborhoods and people of all ages and abilities. Goals and objectives should guide the Bicycle Master Planning process.

**DELIVERABLE:**

- ✓ Summary providing vision, goals and objectives to guide the plan process.

**Task 3: Background and Existing Conditions Report**

The Consulting Team will produce an assessment of the state of bicycling in Iowa City. The report will describe the current conditions of the network, including facilities and support facilities as well as gaps or missing elements, and existing bicycling programs and policies. The system will be reviewed for general user convenience, accessibility, comfort level, topography, support facilities and wayfinding, as well as coherence of the system for the average bike user. **This report will constitute a chapter of the final plan.**

- Analysis of connectivity and completeness of network and identification of gaps and barriers to completion or access points.
- Evaluation of major roadways (arterials) using a GIS-based Bicycle Level of Service Model (BLOS).

The following information will be provided to the Consulting Team:

- Map of existing bicycle facilities (GIS shapefile).
- Adopted plans and guiding documents relevant to the bicycle system, including the City's Comprehensive/district plans and the MPOJC Long Range Transportation Plan.
- City's Complete Streets policy.
- List of forthcoming/planned trail and street projects.
- Previous application for Bike Friendly Community designation and feedback from the League of American Bicyclists.
- Accomplishments and outstanding action items or goals of the 2009 MPOJC Bicycle Master Plan.
- Bicycle safety overview, including ADTs from Iowa DOT, bicycle counts, and collision and other traffic data.
- Map of current wayfinding sign locations.
- Trail counts and Strava data as available.
- Community overview and data, land use and density, census data, zoning information, locations of key destinations (e.g. schools, employment centers), and future plans and projects.
- Overview of funding/anticipated funding to support projects.

**DELIVERABLE:**

- ✓ Existing Conditions Report

#### **TASK 4: Public Outreach and Community Engagement**

Within eight (8) weeks of being selected, the Consulting Team will develop a comprehensive public engagement plan. A strategic focus of the plan should be to attract a broad and diverse audience, reaching beyond active bicyclists, to engage people of all ages, abilities, with emphasis on including minority, low-income, and youth participation.

In coordination with the BAC and City staff, assemble a stakeholder database. This will be an inclusive and diverse list of contacts incorporating all interested parties, including bicycle advocacy groups, key stakeholders, community and civic groups, neighborhood associations, businesses, environmental groups. The goals of establishing a mailing list is to ensure that all interested parties are appropriately informed and updated on the purpose of the project and its progress. The Consulting Team will be responsible for, developing and maintaining the contact database throughout the duration of the project.

The Consulting Team will plan, prepare, and facilitate three (3) public meetings/workshops and a final presentation to the City Council. The first workshop will be held early in the process to help explain the process, outline goals and vision for the plan, discuss relevant findings of the existing conditions report. The second two (2) workshops will be focused on community input—identifying issues and concerns as well as opportunities, reviewing various treatments or facilities options; discussing existing conditions and assumptions for future improvements; prioritizing recommendations; considering costs and benefits of various treatments or projects; and consider metrics for measuring progress. This process should be augmented with tabling sessions or on-line tools.

The Consulting Team will prepare visual presentations for the workshops that may be used for further dissemination on-line via a website or social networking. The Consulting Team will be responsible for all aspects of the meetings: scheduling, logistics, room rental, sign in, nametags, refreshments, facilitate these meetings, comment cards, meeting notes/minutes.

While the public process is intended primarily for gathering input from the public, it should also be considered as an opportunity to create broader awareness of bicycle systems/facilities and the many benefits of bicycling in terms of public health and safety, neighborhood connectivity, economic development, community identity, etc.

The Consulting Team will support the public engagement effort by providing a web-based platform (e.g. website, blog, etc.) to facilitate information exchange, promote public awareness and participation, track milestones as the plan progresses, and allow opportunity for public feedback. Additional public awareness may be supported through social media including Twitter, Facebook, and Nextdoor. Innovative and non-traditional outreach and public involvement is desired.

The Consulting Team will coordinate with City staff to draft and submit press releases or articles about the Bicycle Master Plan, including meeting notices, progress updates –such as mapping, and final presentations to City Council. These announcements will be placed in local media outlets at strategic points in the planning process.

#### **DELIVERABLES:**

- ✓ **Stakeholder database**
- ✓ **Public Outreach strategy/plan**
- ✓ **3 public workshops**
- ✓ **Visual presentations for workshops (PowerPoint, posters, maps, etc.)**
- ✓ **Web-based platform for outreach and information exchange**
- ✓ **News release and on-line promotion for the workshops**

#### **TASK 5: Identify High Priority Areas**

The Consulting Team will draft a report identifying high-priority areas for bicycle improvements. Areas

should be identified through the background/existing conditions research, and community input. Special focus should be given to ensuring connectivity to schools, parks, and employment areas. The report should identify routes or areas where people currently ride or want to ride as well as areas where, due to economic circumstances, people may rely on bicycling or other alternative modes of transportation. Critical gaps and deficiencies in the network that prevent people from bicycling should also be identified. Priorities will be reviewed with the TAC and BAC for additional refinement and for general consensus. **This will be a chapter of the Bicycle Master Plan.**

**DELIVERABLES:**

- ✓ **Report on high priority areas.**
- ✓ **GIS-based map identifying high priority areas.**

**TASK 6: Formulate the Bicycle Facility Plan**

Based on public input and analysis of data collected through the steps above, the Consulting Team will propose improvements to and expansion of the Iowa City bicycle network. The proposal should consider new facility types and innovative design improvements. Emphasis will be on improvements that close gaps and correct deficiencies that impede bicycling as well as those that improve the safety or increase bicycling in underserved areas of the community.

The Consulting Team will provide a GIS-based analysis and presentation of the proposed bike facility plan. All data will be produced as standard GIS shapefiles, and all data layers will be provided to the City in a geodatabase so that maps can be updated and revised as needed. The bike facility map should include:

- Existing and proposed bicycles routes with symbologies that clearly distinguish each bike facility classification.
- Key destinations (parks, schools, employment and commercial centers)
- Bicycle parking facilities
- Transit connections
- Locations for key wayfinding elements
- Bicycle support facilities (storage, repair stations)

The bike facility plan will include recommendations for bike parking/storage, wayfinding elements and other support facilities such as fix-it stations, lighting, etc.

The plan will include a review of design guidelines with recommended facility types. Attention should be given to connectivity between bike facilities and travel modes (i.e. transit) as well as ensuring adequate bike parking, bike storage, and other end-of-trip facilities. This element will guide City staff as it implements and adapts elements of the plan. **This will be a chapter of the Iowa City Bicycle Master Plan.**

**DELIVERABLES:**

- ✓ **Facilities Plan**
- ✓ **Supplementary GIS-based map, shapefiles in geodatabase, and other data layers**

**TASK 7: Develop Policy and Programmatic Recommendations**

Drawing from innovative and best practices, the Consulting Team will work with City staff to identify policies and programs intended to increase the number bikers of all ages and abilities. Policy recommendations may include level of service recommendations. Program areas should include (but are not limited to): education, engineering, enforcement, and encouragement. Methods of evaluating programs and services should also be incorporated. **This will be a chapter of the Iowa City Bicycle Master Plan.**

**DELIVERABLE:**

- ✓ **Policy and Program Recommendations**

**Task 8: Implementation, Funding, and Phasing**

The Consulting Team will work with City Staff to develop recommendations for implementing the plan, including a data-driven prioritization framework. Recommendations should incorporate an overview of funding sources, cost estimates, and maintenance strategies as well as prioritization and phasing.

The report will include strategies and performance measures to guide the planning, funding, and implementation of future projects. As part of the strategy, the Consulting Team should identify high visibility projects with low financial cost that can be completed or piloted within 6-12 months of adoption of the plan. The Consulting Team will identify the highest priority projects that will undergo scoping in Phase 2 along with a 10-year Capital Plan, including conceptual cost estimates and concept designs for implementing major features of the plan. **This will be a chapter of the Iowa City Bicycle Master Plan.**

**DELIVERABLE:**

- ✓ **Implementation plan**

**Task 9: Develop Draft and Final Iowa City Bicycle Master Plan**

The Consulting Team will work with City staff to develop a final report addressing strategies for engineering, education, encouragement, evaluation, and enforcement.

The plan document should integrate all goals, policies and recommendations, the updated network map, facility design recommendations, and implementation actions for review by the advisory committees, community stakeholders and the general public. The plan will also include the strategies and performance measures that will guide the planning, funding, and implementation of future projects, including those a list of short-term actions that will guide Iowa City to the Gold level designation as a Bicycle Friendly Community.

The ultimate outcome will be final adoption by the City Council.

**DELIVERABLES:**

- ✓ **Final Draft of Bicycle Master Plan**
- ✓ **All maps and related graphics**
- ✓ **Final presentation to the public**
- ✓ **Final presentation to City Council**

**SECTION IV.**  
**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.

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<br>Occurrence    | Aggregate   |
|---|-----------------------|-------------|
| a. Comprehensive General Liability  |                       |             |
| (1) Bodily Injury & Property Damage   | \$500,000             | \$1,000,000 |
| b. Automobile Liability   | Combined Single Limit |             |
| (1) Bodily Injury & Property Damage   | \$500,000             |             |
| c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa. |                       |             |

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

**WHEN ADDITIONALLY REQUIRED:**

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

**C. SPECIFICATIONS**

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

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

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

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

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

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

#### **D. SELECTION OF FIRM**

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

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

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

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.
4. PRESENTATIONS. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

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

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

#### **E. GENERAL CONTRACT PROVISIONS**

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

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

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

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

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

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

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
- b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

12. **ANTI-DISCRIMINATION.** Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.
13. **CHOICE OF LAW AND FORUM.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in the Iowa District Court in and for Johnson County, Iowa City, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation immunity in State or Federal court, which may be available to the City.

**F. PAYMENT PROVISIONS**

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

**SECTION V. 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 VI. COMPANY INFORMATION FORM**

**Exceptions, Deviations or other Agreements**

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

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**Prohibited Interest**

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

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**Liens or Unsatisfied Judgments**

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

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**City of Iowa City Wage Theft Policy**

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

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

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

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

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

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

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

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

AUTHORIZED SIGNATURE

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

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

\_\_\_\_\_

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

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

**Name of Representative:** \_\_\_\_\_

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

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

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