



DATE: January 10, 2017

REQUEST FOR PROPOSAL:

#17-78, CUSTOM VIRGIN OR REACTIVATED/VIRGIN GRANULAR ACTIVATED CARBON

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:

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

Proposals shall be sealed in a **sealed envelope or container** and clearly marked on the front **“Request for Proposal for Custom Virgin or Reactivated /Virgin Granular Activated Carbon, RFP #17-78.”**

FAXED and E-MAILED Proposals will not be accepted.

QUESTIONS: All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative. In order to receive a response they must be in written form and be submitted via e-mail no later than **January 23, 2017, 12:00 p.m. (CST)**.

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

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

PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m., January 31, 2017. Proposers shall submit four (4) copies of their proposal (each copy shall be complete with all supporting documentation).

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

BONDS AND INSURANCE: Insurance is required with this Request for Proposal, as specified in Section III B. Performance Bond is required.

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SECTION I. SUBMITTAL PACKAGE CHECKLIST

(Please review the following checklist to make sure the documents are included in four (4) copies of their proposal (each copy shall be complete with all supporting documentation).

Section One: Pricing and Company Information Form

A completed and signed Pricing and Company Information Form (**Section VII**). The City is not responsible for the proposer's failure to provide information and pricing on required items. In this instance the prices submitted will prevail as the proposal price for all required equipment, materials, labor, training and travel.

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

Section Two: Product Specifications Worksheet

A completed Product Specification Worksheet (**Section V**).

Option A (Virgin GAC) – complete worksheet with the Virgin GAC Specifications

Option B (Reactivated and/or Virgin GAC) – complete the worksheet twice, once with the Virgin GAC Specifications and second time with the Reactivated GAC

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

Section Three: Contract Term Options Form

The completed Contract Term Options Form (**Section IV**)

Section Four: ISO Certificate

Copy of ISO 9001 Quality Standards Certificate

If available, a copy of ISO 14001 Environmental Management Certificate

If available, a copy of ISO 14067 for specified product's carbon footprint

Section Five: Proposed Project Work Plan

Include a detailed description of the planned approach that will be taken by your company for the respective contract term to provide Virgin GAC and/or Reactivated/Virgin GAC.

Section Six: References

A list of three (3) previous clients of similar size, service area, and nature, with whom the respondent has provided similar services. Include the company or agency's name and address, the name, title, phone number of each reference. Each listed reference should include the type and size of the client organization, and a brief description and scope of services that were provided.

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

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

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL

A. SCOPE OF WORK:

The City of Iowa City Water Division is requesting proposals from qualified contractor(s) for the removal, disposal and replacement of Granular Activated Carbon (GAC) with Virgin or Reactivated and/ Virgin GAC.

Option A (Virgin GAC) – The contractor will furnish all materials, labor, equipment and supervision for the supply, installation, removal and disposal of the GAC in Filter #2 in a safe, effective and timely manner. The contractor will supply virgin GAC meeting the specifications herein. The contractor is responsible for finding the disposal site for the GAC that is removed. The Water Division's plan is to remove and replace the GAC from one filter.

Option B (Reactivated and/or Virgin GAC) – The contractor will furnish all labor, materials, equipment, and supervision for the removal and transport of spent GAC in Filter #2 to a custom reactivation facility. Contractor will supply a combination of virgin and reactivated GAC meeting the specification herein. Make-up Virgin GAC will be added as required to ensure the specifications and parameters. Work will be conducted in in a safe, effective and timely manner.

B. BACKGROUND:

The City of Iowa City's Water Purification Plant utilizes five (5) constant flow gravity filters. The dimensions of each filter are 20 feet x 28 feet. The filter media is comprised of three (3) feet of Granular Activated Carbon (GAC), one foot of graded support sand and gravel (sand and gravel are not to be disturbed or removed) and a plastic under drain system. Each filter has 560 square feet of surface area and contains 1,680 cubic feet of GAC, for a total of 8,400 cubic feet of GAC in the five filters.

The filtration area is equipped with a high pressure water supply and a piping system to the service driveway. This equipment will facilitate an eductor system in GAC removal and replacement. Plant Service Water at **80 psi** is available. Using an auxiliary pump to increase the pressure to 120 psi has been found to improve eductor performance. Dewatering of the removed GAC can occur in the service drive area.

Under normal conditions, four filters are in filtration mode and one is in standby mode. When a filter requires backwashing, the standby filter goes through a filter-to-waste sequence and is placed on-line. Then the filter to be washed is removed from service, washed and placed in standby mode. During the project, there would be no standby filter.

C. PROJECT COMPLETION DATE:

Work as herein specified must be completed during the week of May 1st, 2017; specifically beginning on May 2nd or 3rd, in order that the filter will be on line by May 5th.

No extensions shall be granted without the expressed written consent of the Water Superintendent. An extension may be granted due to weather conditions, or other conditions, as determined by and approved by the Water Superintendent.

D. PROPOSAL REQUIREMENTS:

1. All proposers must be a qualified contractor and demonstrate the capacity to provide, or have provided removal, and proper replacement of granular activated carbon. Disposal, if necessary, shall be in an environmentally sound and approved manner that complies with all applicable regulatory rules and standards.

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 contractor implies contractor acceptance of the terms and conditions herein, unless otherwise stated.
3. The format of the Proposer's proposal must be consistent with the format of the specifications listed.
4. The proposer is responsible for all costs related to the preparation of this Proposal.
5. Any costs associated with the removal, proper disposal or reactivation, and replacement of GAC not specifically set forth in this Request for Proposal will be the responsibility of the contractor, and will be deemed included in the fees and charges bid herein.
6. Proposed pricing shall specify F.O.B. destination.
7. All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated herein by reference.
8. Responses may be rejected if the contractor fails to perform any of the following:
 - a. To adhere to one or more of the provisions established in this Request for Proposal
 - b. To demonstrate competence, experience, and ability to provide the equipment and services described in this Request for Proposal
 - c. To submit a response on or before the deadline and complete all required forms
 - d. To respond to a written request for clarification or additional information
9. 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.

Note: Proposers are required to submit the required information listed above. The City reserves the right to reject proposals that the City considers incomplete due to the omission of the required information.

E. CONTRACTOR INTERVIEWS:

The City reserves the right to conduct interviews with individual contractors to better assess the competency of the contractor and his/her designated project team members to provide the prescribed Scope of Services in a timely and satisfactory manner. Invitation to participate in a pre-selection interview shall be solely at the discretion of the City. All such interviews will be conducted in Iowa City and shall be without cost to the City.

F. 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 entire 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.

G. CONTRACT AWARD:

1. The proposer's proposal must be complete to be considered for award.
2. The contractor 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 contractor.
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. It is the City's intent to make an award within thirty (30) working days of the proposal due date.
5. Award, if made, will be in accordance with the terms and conditions herein.
6. Award, if made, shall be in the form of a Purchase Order.
7. Any change to the contract must be approved in writing by the Purchasing Agent and the awarded contractor.
8. Consideration may be given to, but not limited to, the proposed procedures for removal, disposal or reactivation, and replacement of the granular activated carbon, contractor's qualifications and capability to perform the work, references, cost analysis and projection, and the firm's ability to comply with the requirements of this Request for Proposal.
9. The awarded vendor will be required to furnish a performance bond in an amount equal to 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 faithful performance of the contract and the terms and conditions therein contained, and also protect and save harmless the City from all claims and damages of any kind caused directly or indirectly by the operation of the contract, and shall also guarantee the maintenance of the improvement for a period of one year after full completion and formal acceptance by the Iowa City Water Division.
10. Awarded vendor will be required to submit a current certificate of insurance before a purchase order is issued, see Section III-B. The certificate of insurance shall include the following items:
 - The City of Iowa City will be named as additional insured
 - Project proposal number and project title as the description
 - Insurance carriers will be noted as A or better by A.M. Best
11. The awarded vendor will be given the City's **Contract Compliance Document** to complete and return before the Purchase Order is issued.
12. **Contractors and Subcontractors performing construction, renovation, demolition, installation, maintenance or repair operations in or on City of Iowa City Water Treatment Facilities property are responsible for ensuring that all of their employees, including subcontractor employees, attend and pass the *Contractor Orientation Program (COP)* prior to starting work.**

The purpose of the COP is to orient the contractor's staff of on site safety concerns during construction projects and to comply with OSHA regulation 29 CFR 1926 Subpart-C. This orientation program has been developed regarding operational and safety issues specifically at the City of Iowa City Water Treatment Facilities.

Computer Based Training for Iowa City Water can be taken at the Cedar Rapids Kirkwood Continuing Education Training Center at 101 50th Ave SW, Cedar Rapids, IA 2404 or Kirkwood Regional Center at the University of Iowa Campus at 2301 Oakdale Blvd, Coralville, IA, Room 126 by **appointment only** made at least 24 HRS in advance.

Contractors are asked to pay for assessments at the time of scheduling over the phone by credit card, or at the time of service. If a purchase order is required, please call 319-398-5893 with your account information. Fees for testing are \$35 dollars. Replacement cards are issued for a \$15 fee.

To register and reserve a time slot please call: Roxann at (319) 398-5678 or Marie at (319) 398-5893. Email: Roxann.Foley@kirkwood.edu or Marie.Gorton@kirkwood.edu.

Online Tests: www.gatefeed.com or call Gatefeed at (312) 467-9884 anytime/anywhere.

Please note that the *Contractor Orientation Course* is only available in an English-language version. If the contractor or subcontractors have any non-English speaking employees, the employer is responsible for

providing translation of the training material for their employees. Contact Kirkwood Community College in advance to make the appropriate arrangements if this is necessary.

H. EVALUATION PROCESS:

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

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the bidder to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the bidder. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's requirements. The following table lists the maximum points associated with each category.

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

<u>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Product Quality	30
Cost Analysis and Projections	25
Contractor’s Qualifications and Capability to Perform the Work/References	20
Procedures for Removal, Disposal or Reactivation, and Replacement of GAC	20
Firm’s Compliance to the Request for Proposal	<u>5</u>
Total	100

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

SECTION III – REQUEST FOR PROPOSAL
CITY OF IOWA CITY – PURCHASING DIVISION
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

A. CONDITIONS FOR PROPOSING

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

Attn: City Clerk's Office
City of Iowa City
410 E. Washington St., RM 140
Iowa City, Iowa 52240-1826
4. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

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

5. RECEIPT OF PROPOSALS. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.
6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. TRADE SECRETS OR PROPRIETY INFORMATION. Responses to this Request for Proposal become the exclusive property of the City of Iowa City. All documents submitted in response to this Request for Proposal may be regarded as public records and may be subject to disclosure. Protection from disclosure may apply to those elements in each submittal which are marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". During the course of the submittal evaluation process or the course of the project, City of Iowa City will accept materials clearly and prominently labeled "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by the respondent or other submitting party. The City of Iowa City will not advise as to the nature of the content of the documents entitled to protection to disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" as it determines to be appropriate. Respondents which indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be deemed non-responsive. The City of Iowa City will endeavor to advise the Respondent of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the proposer or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested material, the proposer shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the proposer of the request for disclosure, and the City of Iowa City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City of Iowa City or their officers, employees, consultants, or subconsultants.
8. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. COLLUSIVE PROPOSING. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the

same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

11. **OFFICERS NOT TO BENEFIT.** Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. **EQUAL EMPLOYMENT OPPORTUNITY.** All Proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.
13. **WAGE THEFT.** All City contractors with contracts of \$25,000 or more must abide by the requirements of the City's Wage Theft Policy. Pursuant to the Wage Theft Policy, the City will not enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt.
The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

B. BONDS AND INSURANCE

1. **BID SECURITY.** **When required,** no bid shall be considered unless accompanied by either of the following forms of bid security:
 - a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
 - b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

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

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

2. **PERFORMANCE BOND.** When required, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.

3. **INSURANCE REQUIREMENTS.** When required, the successful Proposer shall provide insurance as follows:

a. **Certificate of Insurance; Cancellation or Modification**

1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

b. **Minimum Coverage**

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

Insurance Requirements

Informal Project Specs: Class I (under \$1M)

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker’s Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor’s Insurance carrier be “A” rated or better by A.M. Best.

C. SPECIFICATIONS

1. **FORMAL SPECIFICATIONS.** The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention

herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

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

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

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

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

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

D. SELECTION OF FIRM

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

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

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

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.
4. PRICING REQUIREMENTS. All pricing submitted by the Proposer shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).
5. PRESENTATIONS. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

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

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

E. GENERAL CONTRACT PROVISIONS

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

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

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

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

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

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

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
 - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.
12. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual

orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

13. **CHOICE OF LAW AND FORUM.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this proposal, including but not limited to any resulting Contract, without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this proposal or any resulting Contract shall be brought and maintained solely in Johnson County District Court for the State of Iowa, Iowa City, Iowa, or in the United States District Court for the Southern District of Iowa, Davenport Division, Davenport, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability in State or Federal court, which may be available to the City of Iowa City.

F. PAYMENT PROVISIONS

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.
2. **INVOICING.** Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice to:

Purchasing Division
City of Iowa City
410 East Washington St.
Iowa City, Iowa 52240
3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.
4. **TAXES.** The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

SECTION IV. CONTRACT TERM OPTIONS

The City of Iowa City is interested in pursuing two (2) renewal options with the awarded vendor. Place a checkmark in the triangle next to the option(s) that your company can agree to. If you can agree to both options place a checkmark in both triangles. The two options are as follows:

Δ Option 1:

- a. The initial term of this contract shall be for one (1) year beginning with the filter in 2017.
- b. This contract may be renewed at the expiration of its term with the mutual consent of the City and the successful vendor. The renewal may be for four (4) additional one (1) year terms upon mutual consent of both parties. After the first year of the contract, a price escalation will be allowed, but cannot exceed more than 5% each year for the remaining four years.
- c. Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Agent ninety (90) days prior to the contract start date. The City reserves the right to accept or reject price increase, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract. Renewal may also be based on satisfactory annual performance evaluations conducted by the City of Iowa City. The City of Iowa City will require a new performance bond for each new contract term.

Δ Option 2:

- a. The initial term of this contract shall be for three (3) years beginning with the filter in 2017.
- b. This contract may be renewed for an additional one (1) three (3) year period upon mutual consent of the parties involved.
- c. Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Agent ninety (90) days prior to contract start date. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract. Renewal may also be based on satisfactory annual performance evaluations conducted by the City of Iowa City. The City of Iowa City will require a new performance bond for each new contract term.

SECTION V. DETAILED SPECIFICATIONS

A. SITE ACCESS:

As needed, Water Division staff will continue to conduct operation and maintenance activities in the filtration area as the Contractor is removing and replacing the GAC. It is intended that coordination between the Contractor and the Water Plant staff will allow all parties to continue activities without disruption.

The Contractor will comply with the City of Iowa City Contractor Safety Program before beginning the project (See Section II. Specific Conditions and Instructions to this Proposal, H. Contract Award, #11)

The Contractor will be provided proximity cards allowing access to the service drive and to the filtration area of the plant. The Contractor will be responsible for adhering to and maintaining plant security procedures.

Contractor's employees may be required to provide back-ground information. The City reserves the right to perform back-ground checks.

B. PRODUCT SPECIFICATIONS:

1. Virgin GAC shall be 8 x 20 mesh.
2. The GAC shall be briquetted or re-agglomerated products produced from bituminous coal.
3. The GAC must meet or exceed all specifications.
4. The GAC shall be manufactured by producer certified for ISO 9001 quality standards, and at the specific plant or site holding such certification. A copy of the valid certificate must be submitted with the vendor's proposal. It is understood that ANSI/NSF assures the GAC against toxicological hazards only. ISO 9001 certification assures the GAC of consistent conformance to stated product quality and standards listed in the specifications.
5. The GAC shall comply with AWWA B-604-96.
6. The GAC shall comply with NSF 61.
7. The GAC shall be capable of removing turbidity, color, tastes, odors and other organic contamination from previously pretreated water by conventional lime softening treatment processes.
8. The GAC shall have the following physical properties. Bidder shall indicate that the product offered meets or exceeds all specified constituents below and must be submitted with the proposal.

Property	Specified	Proposed or Approved Equal
Iodine Number (mg/g), min.	900	
Water Soluble Ash, weight %	4	
Moisture, weight %, max.	8	
Abrasion Number, min.	75	
Effective size, mm	1.0 - 1.2	
Uniformity Coefficient, max.	1.5	
Ash, weight %, max.	8	
Apparent Density, g/cc, min.	0.50	
Screen Size (US Sieve), weight %	————	————
Larger than No. 8, max.	15	
Smaller than No. 20, max.	4	
Contact pH, min.	7.0	

SECTION VI. 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 VII. PRICING AND COMPANY INFORMATION FORM

Equipment, tools, material, skill and labor, and other resources required for successful completion of the work must be included in the pricing listed below. Proposed pricing shall specify F.O.B. destination.

Contract Term Option 1 Pricing:

Option A (Virgin GAC) \$ _____

Written Total Price Option 1 \$ _____
(example: six hundred and forty-five dollars)

Option B (Reactivated and/or Virgin GAC) \$ _____

Written Total Price Option 2 \$ _____
(example: six hundred and forty-five dollars)

Contract Term Option 2 Pricing:

Option A (Virgin GAC) \$ _____

Written Total Price Option 1 \$ _____
(example: six hundred and forty-five dollars)

Option B (Reactivated and/or Virgin GAC) \$ _____

Written Total Price Option 2 \$ _____
(example: six hundred and forty-five dollars)

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.

Voluntary Demographic Information

- “*Women owned business*” means a business that is fifty-one percent or more owned, operated, and actively managed by one or more women.
- “*Minority-owned business*” means a business that is fifty-one percent or more owned, operated, and actively managed by one or more minority persons. "Minority" persons are persons who are Asian, Black, Hispanic and Native American.
- “*Service-disabled veteran-owned business*” means a business that is fifty-one percent or more owned, operated, and actively managed by one or more service-disabled veterans, as defined in 15 U.S.C. §632.
- None of the Above

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

Name: _____

Phone Number: _____

E-mail Address: _____

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

The undersigned proposer states that this bid 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 will prevail.

The City of Iowa City is not responsible for the proposer’s failure to provide information and pricing on required items. In this instance the prices submitted will prevail as the proposal price for all required clothing items, testing/inspections, labor, freight/delivery fees and travel for measuring services.

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to provide the required turnout gear in the proposal documents and to do all work at the prices set forth within.

No ink stamps will be accepted. The information below must be legibly typed or handwritten.

Name of Firm: _____

Address: _____

City/State/Zip: _____

Name of Representative: _____

Signature of Representative: _____

Title of Authorized Representative: _____

Phone Number: _____

E-Mail Address: _____

Date Signed: _____

Addenda Form

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____