

DATE: September 12, 2017

Request for Proposal: #18-11, Bus Shelter Procurement for the City of Iowa City
Transportation Services

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 of Iowa City
410 E. Washington Street, Room 140
Iowa City, IA 52240-1826



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

on or before the bid opening local time (Central Time) and date specified below. Proposals shall be **sealed** and clearly marked on the outside of your mailing envelope or container "**Request for Proposal #18-11 for Bus Shelter Procurement.**"

Faxed or 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 **October 16, 2017, noon.**

Purchasing:

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

Proposals are due no later than: 2:30 p.m., October 23, 2017. Proposers shall submit five (5) written copies of their proposal.

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

All times and dates are Central Standard Time.

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

Unless authorized by the Purchasing Division, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Any Proposer seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the Purchasing Division is advised that such material is used at the Proposer's own risk. The City will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Proposers shall not contact the Purchasing Division or any other City employee except to respond to a request by the Purchasing Division.

Insurance: Insurance is required, as specified in Section Three, B.

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Section One - Submittal Package Checklist

Submittals must include five (5) copies of the proposal organized as follows, with tabs for each of the numbered items below.

Item 1 - Proposal Summary

A letter summarizing the proposer's proposal. The letter must be signed by an officer of the proposer or a designated agent empowered to bind the firm in the contract offer.

Item 2 – Bus Shelter Information

A complete description of the proposed bus shelters and optional accessories including detailed specifications, manufacturer's literature, and warranty information.

Item 3 - References

Provide a minimum of three (3) references from past and/or present municipal clients that have purchased the proposed bus shelter including the agency's name and complete mailing address, the name of the contact person, title, email address and phone number of each reference and the purchase date. The City of Iowa City will not be accepted as a reference.

Item 4 – Wage Theft Policy

After review of Section Six- Wage Theft Policy, the Wage Theft Affidavit must be completed, notarized, and included in the submitted proposal.

Item 5 – Company Information Form

A completed and signed cost summary and company information form (**Section Eight**). The City is not responsible for the vendor'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, and travel.

Note: The City of Iowa City reserves the right to reject proposals that do not contain the required information listed above

Section Two – Specific Conditions and Instructions to this Proposal

A. Scope:

The City of Iowa City Transportation Services (City) is requesting sealed proposals for the supply of up to thirty (30) complete prefabricated bus shelters per the specifications and the terms and conditions contained herein. This RFP solicitation will procure approximately fifteen (15) complete systems in the initial procurement, with an option to procure a maximum of thirty (30) complete systems over the contract length of five years. The initial procurement will include all support equipment as specified in the Technical Specifications section. Accessories in the Technical Specification section may be used to retrofit existing shelters. The City has 47 existing bus shelters.

B. Proposal Requirements:

1. The proposer is responsible for all costs related to the preparation of this Proposal.
2. The format of the vendor's proposal must be consistent with the format of the specifications listed.
3. 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 vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated.
4. Each specification herein stands alone and will be evaluated on its own merits in terms of meeting specifications, terms and conditions, pricing, delivery schedule and overall responsiveness to the Request for Proposal.
5. To qualify for award, the vendor must have a minimum of five (5) years of experience in the design and manufacture of Aluminum Passenger Waiting Shelters in the United States market.
6. Proposed pricing shall be Free on Board destination.
7. Before submitting a Proposal, each vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Lack of knowledge of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful vendor from any obligation to comply with every detail and with all provisions and requirements of the contract documents, and will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the vendor.
8. Any costs associated with the prefabricated bus shelter and options not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges bid herein.
9. 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.
10. 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 fulfill a request for an oral presentation at no cost to the City
 - e. To fulfill a request for an on-site demonstration at no cost to the City of Iowa City.
 - f. To respond to a written request for clarification or additional information

C. Contract Term:

The initial term of this contract shall be for five (5) years commencing on the date stated on the Purchase Order. Pricing shall be fixed and firm throughout the first year.

Written request for price increases shall only be considered upon the contract anniversary date (at least 60-days prior to the contract anniversary date). The pricing shall remain firm for a minimum of 365 days.

The request shall be considered by the City and may be accepted or rejected. Failure to submit a price request at least 60-days prior to the contract anniversary date shall result in a continuation of all existing pricing on the contract until the next contract anniversary date.

The City may elect to extend this contract for one (1) additional five (5) year term.

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.

D. Contract Award:

1. The vendor's proposal must be complete to be considered for award.
2. The vendor shall not subcontract any part of this contract without the prior written approval of the City. All subcontractors working on this contract must be employed by and responsible to the awarded vendor.
3. The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all bids and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
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 Purchase Order.
6. Contract Award with Economic Price Adjustment - This contract award by the City of Iowa City shall be regarded by parties to the agreement as a **"fixed price contract with an economic price adjustment"** permissible for any purchase orders placed one (1) year after the date stated on the original purchase order.
7. Consideration may be given to functionality, product reliability and warranty, customer satisfaction and references, experience of vendor, and pricing.
8. Awarded vendor will be required to submit a current certificate of insurance prior to the Purchase Order being issued. The certificate of insurance shall include the following items:
 - The City of Iowa City will be named as additional insured
 - Project bid number and project title as the description
 - Insurance carriers will be rated as A or better by A.M. Best
9. Awarded vendor will be given the City's contract compliance document to complete and return prior to the Purchase Order being issued.

E. Extensibility Language:

Upon request, the results of this Request for Proposal may be extended to any other City of Iowa City department. In addition, the opportunity to purchase from this Request for Proposal may be extended to the Board of Regents Institutions and any of the State's municipalities, counties, institutions of higher education, and local school districts for formulation of Agreements if they should so choose. Any such usage must be in accordance with the policies of the respective entity and with the approval of the awarded vendor. The awarded vendor may determine it is

necessary to charge delivery fees for entities located outside of the Iowa City area. The City is not an agent of, partner to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such procurements.

F. Warranty:

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

G. Evaluation Process:

The purpose of the evaluation process is to provide a method for evaluating the submitted proposals. This process is intended to provide the City of Iowa City with the means to purchase the best Prefabricated Bus Shelter and Accessories meeting the City of Iowa City’s requirements. All evaluation points of interest will be scored on a three (3) point system. The following point values will be used to define the scoring system:

- 0 Points Unsatisfactory Information Given to Evaluate
- 1 point does not meet the City of Iowa City Standards
- 2 Points Meets the City of Iowa City Standards
- 3 Points exceeds the City of Iowa City Standards

1.1 General

0 1 2 3

The bus stop shelters shall consist of wall frame, roof and glazing panels, and all required hardware for installation. The design shall permit integration of a bench, transit map and bus schedule panels. Shelters are to be vandal resistant, maintenance free and designed to provide dependable passenger shelters to endure and withstand all weather conditions in Iowa City, IA, including 75 mph winds.

Any system that does not score a 2 or greater in 1.1 General does not meet our minimum specifications and is deemed to be a non-responsive bid.

1.2 Design

1.2.1 Each shelter shall be free standing, aluminum framed structure with roof assembly. The structure shall be designed for mounting to a concrete slab or footing at the four (4) corners. 0 1 2 3

1.2.2 Shelters shall be designed such that the structure is stable with all windows, roof, fascia, and ground fastenings removed. 0 1 2 3

1.2.3 Manufacturers shelters at or close to desired dimensions. 0 1 2 3

1.3 Construction Materials

1.3.1 All structural frame and window frame members shall be 6063-T52 extruded aluminum alloy. 0 1 2 3

1.3.2 Shelter shall be constructed of modular, interchangeable components to allow for ease of installation and parts replacement. Shelters shall be shipped knock-down (k.d.) for ease of handling and installation. Component assembly should allow for easy site adaptation. 0 1 2 3

1.3.3 All joints shall be neat and clean and all edges shall be free of burrs. 0 1 2 3

1.3.4 Color selection provided with submittal. 0 1 2 3

1.4 Structural Framing

1.4.1 All framing, both vertical and horizontal, shall be the same size. 0 1 2 3

1.4.2 Minimum size shall be 2-1/2" x 2-1/2" x 1/8" structural tubes. 0 1 2 3

1.4.3 Base connections shall be adjustable to varying sidewalk or mounting conditions. 0 1 2 3
Base of shelter columns shall be designed to accept both internal and external base flanges.
Where external flanges are used, they shall have same anodized or duranodic finish as shelter.

1.4.4 Shelter posts shall contain internal drainage weep holes to prevent condensation 0 1 2 3
build-up.

1.5 Lighting

1.5.1 Supply standard lighting package designed for 120-volt single-phase service. Proposed 0 1 2 3
lighting should include: the ability to be installed on any shelter models, provide dusk to dawn
illumination, be capable of operating in cold weather, and be vandal resistant. An unoccupied,
power reducing mode is desirable.

1.6 Window Framing

1.6.1 Windows shall be factory installed in window frame, which shall be factory 0 1 2 3
installed into the separate structural frame.

1.6.2 Window frames shall have mitered corners and shall be connected internally by 0 1 2 3
extruded aluminum corner keys or screw bosses with concealed stainless steel screws
for positive tamper-proof fastening.

1.6.3 Window frames shall be affixed to shelter frame with 3/16" shallow head 0 1 2 3
aluminum rivets, at approximately 13" O.C. Rivets shall be on inside of shelter.

1.6.4 Window frames shall be so those windows with gasketing (mounted in frames) 0 1 2 3
can be removed or installed as a complete unit without affecting any other member of
the shelter.

1.6.5 Design of window framing shall be such that only authorized personnel may 0 1 2 3
remove window units.

1.7 Glazing

1.7.1 All glazing shall be 1/4" clear tempered glass. The City desires to keep a minimum 0 1 2 3
glass inventory. Panel sizes should be uniform regardless of shelter sizes.

1.7.2 Glazing shall be fully gasketed and framed in independent, interchangeable 0 1 2 3
factory assembly units for ease of maintenance and repair.

1.8 Roof

1.8.1 Roof shall be a hip roof sheathed with extruded aluminum or other solid metal. 0 1 2 3

1.9 Installation Hardware

1.9.1 All installation hardware and ground anchors shall be supplied with shelter. 0 1 2 3

1.10 Bench

1.10.1 One (1) aluminum bench shall be included with each shelter. Bench length shall be designed to allow for a 42-inch wide wheel chair access at least one end. 0 1 2 3

1.10.2 Benches shall have aluminum seat and backrest 0 1 2 3

1.10.3 All exposed edges and surfaces shall be smooth and free from burrs and sharp projections. 0 1 2 3

1.10.4 All mounting and anchor hardware shall be included 0 1 2 3

1.11 Special Tools

1.11.1 If special tools for tamper-proof screws or other special fasteners are needed for construction or maintenance of shelter, two (2) of each tool shall be included in contract. 0 1 2 3

1.12 Warranty

1.12.1 Manufacturer shall warrant that all shelters, materials, optional equipment, and workmanship be free from defects for a period of one (1) year. Any defects will be corrected at manufacturers expense within warranty period. Warranty does not apply to accidents or vandalism. 0 1 2 3

1.13 Interchangeability of Units

1.13.1 All units and components procured under this bid contract, whether provided by suppliers or manufactured by the Contractor, shall be duplicates in design, manufacture, and installation to assure interchangeability among passenger shelters in this procurement. This interchangeability shall extend to the individual components of the passenger shelters. 0 1 2 3

1.14 Materials/Accessories Responsibility

1.14.1 The Contractor shall be responsible for all materials and workmanship in the construction of the passenger shelter and all accessories used, whether the same are manufactured by the Contractor or purchased from supplier. Contractor is also responsible, insofar as the damage to such equipment is caused by the Contractor during the manufacture of the passenger shelters. 0 1 2 3

1.15 Instructions

1.15.1 The Contractor shall, at its own expense, have a competent engineering representative(s) available on request to assist the City's staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period. This does not relieve the contractor of responsibilities under other warranty provisions. 0 1 2 3

1.16 Documents

1.16.1 The Contractor shall provide one (1) current maintenance manual and one (1) current 0 1 2 3

parts manual.

1.16.2 The Contractor shall keep maintenance manuals available for a period of three (3) years after the date of acceptance of the shelters procured under this contract. 0 1 2 3

1.16.3 The Contractor shall keep parts and materials available for a period of ten (10) years. 0 1 2 3

1.16.4 All of the manuals shall be provided to the City at the time of delivery of the passenger shelters. 0 1 2 3

1.17 Spare Parts

1.17.1 The Contractor shall guarantee the availability of replacement parts for these passenger shelters for at least a ten (10) year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract. 0 1 2 3

1.18 Assumption of Risk of Loss

1.18.1 The City shall assume risk of loss of the passenger shelter after delivery to its site. Prior to this, the Contractor shall have risk of loss of passenger shelters, including any damage sustained during the common carrier driveway operation. 0 1 2 3

1.19 Omissions

1.19.1 Notwithstanding the provision of the technical specifications or other data by the City, the Contractor shall have the responsibility of supplying all parts and details required to make the passenger shelter complete and ready for service even though such details may not be specifically mentioned in the specifications. 0 1 2 3

Average for all above scores will account for 35 points of the total score.

2.0 References

This accounts for 25 points of the total score.

3.0 Delivery timeframe

Delivery date will account for 10 points of the total score.

4.0 Price, including accessories (options)

Price will account for 30 points of the total score.

5.0 Accessories (Options)

5.1 Lighting

5.1.1 Supply solar lighting package with the ability to be installed on any shelter model. The solar lighting proposed should include: the ability to be installed on any shelter models, provide dusk to dawn illumination, be capable of operating in cold weather, and be vandal resistant. An unoccupied, power reducing mode is desirable.

5.2 Bench

5.2.1 The proposed bench should include: seat and backrest constructed of perforated metal with anti-vagrant bars. Perforated metal is 12 gauge galvanized sheet with poly-vinyl coating. Bench shall be suitable for use inside the shelter (in lieu of bench specified in section 1.9) or as an exterior stand-alone bench. Color will be selected prior to delivery. Bidders shall provide color selections with their submittal.

5.3 Trash Receptacle

5.3.1 The proposed trash receptacle should be constructed of perforated galvanized metal with a poly-vinyl coating. The receptacle pricing should include all necessary mounting hardware, liner, and dome lid. Color will be selected prior to delivery. Bidders shall provide color options with their submittal. Trash receptacle will be mounted outside of the shelter and adjacent to it. The receptacle should match the bench proposed in section 2.3.

5.3.2 Proposal pricing shall be submitted for three different trash receptacle sizes. If the vendor does not manufacture a trash receptacle of the exact size listed below, the closest available size shall be noted.

Trash Receptacle Size 1: 22 gallon

Trash Receptacle Size 2: 32 gallon

Trash Receptacle Size 3: 55 gallon

5.4 Display Panel

5.4.1 One (1) interior display panel for information display shall be included in each shelter.

5.4.2 The display panel shall be tamper-proof and vandal-resistant.

5.4.3 It shall be extruded aluminum with a polycarbonate cover mounted in an extruded aluminum frame.

5.4.4 The cover shall be mounted to the panel with a continuous piano hinge.

5.4.5 The display panel shall accommodate display material up to 17" High x 29" Wide.

The above conditions and instructions clarify this specific proposal document, but are in addition to the attached General Conditions and Instructions to Proposers (Section Three).

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

Unless authorized by the Purchasing Division, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Any Proposer seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the Purchasing Division is advised that such material is used at the Proposer's own risk. The City will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Proposers shall not contact the Purchasing Division or any other City employee except to respond to a request by the Purchasing Division.

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 East Washington Street, Room 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 Proprietary 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 Equal Employment Opportunity policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors, vendors 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. Insurance

1. 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 \$1 Million)

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.

5. Receipt of One Proposal. In the event only one proposal is received, the City of Iowa City may require that the successful vendor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

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 Proposal. 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 Four - Additional Proposers Requirements

- A. Samples / Literature Required:** When requested each proposer shall submit samples and/or catalogs, descriptive literature, detailed drawings, and other information necessary to fully describe the proposed commodity and/or service. Proposer shall bear the cost of and make arrangements for the delivery and removal of samples to the specified location. The City may retain awarded Proposer's samples until delivery of contracted commodities and/or service has been completed and accepted. Unsuccessful proposers shall remove samples as soon as possible after the award. The City shall not be responsible for such samples if not removed by the proposer within thirty (30) days after the award has been made.
- B. Delivery Failures:** Failure of the Vendor to provide commodities and/or services 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 or service rejected or not delivered. On all such purchases, the Vendor shall reimburse the City, within reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Vendor. If the contract is not cancelled, such purchases shall be deducted from the contract quantities. The City reserves the right to accept commodities and/or services delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City.
- C. Professional Workmanship:** Professional workmanship shall meet or exceed existing industry standards.
- D. Guarantee:** Unless otherwise specified, the Vendor shall unconditionally guarantee the commodities and services provided under this contract. If any product defects or signs of improper installation are noted which in the City's opinion are due to faulty workmanship or materials, the Vendor, upon notification and at his/her expense, shall provide the necessary resources to complete this contract. All commodities and services provided must meet the complete satisfaction of the City. Installation shall occur only at such time as shall be designated by the City as least detrimental to the operation of City business.

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

- E. Delivery Requirements:**
- 1. Cartage:** All items shall be delivered free on board destination. All delivery costs and charges shall be included in the proposal unless otherwise stated in the specifications or proposal.
 - 2. Responsibility for Commodities and/or Services Delivered:** The Vendor shall be responsible for any commodities and services covered by this contract until delivery and installation is completed at the designated point. In addition, the Vendor shall bear all risk for rejected commodities and/or service after written notice of rejection. Rejected commodities and/or service shall be removed and/or replaced by and at the expense of the Vendor after written notification of rejection, unless public health and safety require destruction or other disposal of rejected delivery.

Upon Vendor's failure to remove the rejected commodities within five (5) working days after the date of notification, the City may return the rejected commodities to the Vendor and/or replace services at the Vendor's risk and expense, or the City may dispose of them as its own property.
 - 3. Inspections:** Final inspection of commodities and services shall be conclusive except as regards to latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities and services shall be made within a reasonable time after delivery, but failure to

inspect and accept or reject commodities and services shall not impose liability on the City if such commodities and services are not in accordance with the specifications. All commodities delivered to the City shall be accepted subject to inspection and physical count.

4. **Time of Delivery:** Proposers shall guarantee completion of the project in accordance with the work schedule as may be provided in the proposal(s) submitted by the vendor.

Section Four – Technical Specifications

1. Pre-Fabricated Bus Shelters and Accessories

These Specifications detail City of Iowa City's functional requirements for pre-fabricated bus shelters and accessories.

1.1 General

The bus stop shelters shall consist of wall frame, roof and glazing panels, and all required hardware for installation. The design shall permit integration of a bench, transit map and bus schedule panels. Shelters are to be vandal resistant, maintenance free and designed to provide dependable passenger shelters to endure and withstand all weather conditions in Iowa City, IA, including 75 mph winds.

1.2 Design

1.2.1 Each shelter shall be free standing, aluminum framed structure with roof assembly. The structure shall be designed for mounting to a concrete slab or footing at the four (4) corners.

1.2.2 Shelters shall be designed such that the structure is stable with all windows, roof, fascia, and ground fastenings removed.

1.3 Construction Materials

1.3.1 All structural frame and window frame members shall be 6063-T52 extruded aluminum alloy.

1.3.2 Shelter shall be constructed of modular, interchangeable components to allow for ease of installation and parts replacement. Shelters shall be shipped knock-down (k.d.) for ease of handling and installation. Component assembly should allow for easy site adaptation.

1.3.3 All joints shall be neat and clean and all edges shall be free of burrs.

1.3.4 Color will be selected prior to delivery.

1.4 Structural Framing

1.4.1 All framing, both vertical and horizontal, shall be the same size.

1.4.2 Minimum size shall be 2-1/2" x 2-1/2" x 1/8" structural tubes.

1.4.3 Base connections shall be adjustable to varying sidewalk or mounting conditions. Base of shelter columns shall be designed to accept both internal and external base flanges. Where external flanges are used, they shall have same anodized or duranodic finish as shelter.

1.4.4 Shelter posts shall contain internal drainage weep holes to prevent condensation build-up.

1.5 Lighting

1.5.1 Supply standard lighting package designed for 120-volt single-phase service. Proposed lighting should include: the ability to be installed on any shelter models, provide dusk to dawn illumination, be capable of operating in cold weather, and be vandal resistant. An unoccupied, power reducing mode is desirable.

1.6 Window Framing

1.6.1 Windows shall be factory installed in window frame, which shall be factory installed into the separate structural frame.

1.6.2 Window frames shall have mitered corners and shall be connected internally by extruded aluminum corner keys or screw bosses with concealed stainless steel screws for positive tamper-proof fastening.

1.6.3 Window frames shall be affixed to shelter frame with 3/16" shallow head aluminum rivets, at approximately 13" O.C. Rivets shall be on inside of shelter.

1.6.4 Window frames shall be so those windows with gasketing (mounted in frames) can be removed or installed as a complete unit without affecting any other member of the shelter.

1.6.5 Design of window framing shall be such that only authorized personnel may remove window units.

1.7 Glazing

1.7.1 All glazing shall be 1/4" clear tempered glass. The City desires to keep a minimum glass inventory. Panel sizes should be uniform regardless of shelter sizes.

1.7.2 Glazing shall be fully gasketed and framed in independent, interchangeable factory assembly units for ease of maintenance and repair.

1.8 Roof

1.8.1 Roof shall be a hip roof sheathed with extruded aluminum or other solid metal.

1.9 Installation Hardware

1.9.1 All installation hardware and ground anchors shall be supplied with shelter.

1.10 Bench

1.10.1 One (1) aluminum bench shall be included with each shelter. Bench length shall be designed to allow for a 42-inch wide wheel chair access at least one end.

1.10.2 Benches shall have aluminum seat and backrest

1.10.3 All exposed edges and surfaces shall be smooth and free from burrs and sharp projections.

1.10.4 All mounting and anchor hardware shall be included

1.11 Special Tools

1.11.1 If special tools for tamper-proof screws or other special fasteners are needed for construction or maintenance of shelter, two (2) of each tool shall be included in contract.

1.12 Warranty

1.12.1 Manufacturer shall warrant that all shelters, materials, optional equipment, and workmanship be free from defects for a period of one (1) year from the date of final acceptance by the City of Iowa City. Any defects will be corrected at manufacturer's expense within warranty period. Warranty does not apply to accidents or vandalism.

1.13 Interchangeability of Units

1.13.1 All units and components procured under this contract, whether provided by suppliers or manufactured by the Contractor, shall be duplicates in design, manufacture, and installation to assure interchangeability among passenger shelters in this procurement. This interchangeability shall extend to the individual components of the passenger shelters.

1.14 Materials/Accessories Responsibility

1.14.1 The Contractor shall be responsible for all materials and workmanship in the construction of the passenger shelter and all accessories used, whether the same are manufactured by the Contractor or purchased from supplier. Contractor is also responsible, insofar as the damage to such equipment is caused by the Contractor during the manufacture of the passenger shelters.

1.15 Instructions

1.15.1 The Contractor shall, at its own expense, have a competent engineering representative(s) available on request to assist the City's staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period. This does not relieve the contractor of responsibilities under other warranty provisions.

1.16 Documents

1.16.1 The Contractor shall provide one (1) current maintenance manual and one (1) current parts manual.

1.16.2 The Contractor shall keep maintenance manuals available for a period of three (3) years after the date of acceptance of the shelters procured under this contract.

1.16.3 The Contractor shall keep parts and materials available for a period of ten (10) years.

1.16.4 All of the manuals shall be provided to the City at the time of delivery of the passenger shelters.

1.17 Spare Parts

1.17.1 The Contractor shall guarantee the availability of replacement parts for these passenger shelters for at least a ten (10) year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract.

1.18 Assumption of Risk of Loss

1.18.1 The City shall assume risk of loss of the passenger shelter after delivery to its site. Prior to this, the Contractor shall have risk of loss of passenger shelters, including any damage sustained during the common carrier driveway operation.

1.19 Omissions

1.19.1 Notwithstanding the provision of the technical specifications or other data by the City, the Contractor shall have the responsibility of supplying all parts and details required to make the passenger shelter complete and ready for service even though such details may not be specifically mentioned in the specifications.

2.0 Accessories (Options)

2.1 Lighting

2.1.1 Supply solar lighting package with the ability to be installed on any shelter model. The solar lighting proposed should include: the ability to be installed on any shelter models, provide dusk to dawn illumination, be capable of operating in cold weather, and be vandal resistant. An unoccupied, power reducing mode is desirable.

2.2 Bench

2.2.1 The proposed bench should include: seat and backrest constructed of perforated metal with anti-vagrant bars. Perforated metal is 12 gauge galvanized sheet with poly-vinyl coating. Bench shall be suitable for use inside the shelter (in lieu of bench specified in section 1.9) or as an exterior stand-alone bench.

2.3 Trash Receptacle

2.3.1 The proposed trash receptacle should be constructed of perforated galvanized metal with a poly-vinyl coating. The receptacle pricing should include all necessary mounting hardware, liner, and dome lid. Color will be selected prior to delivery. Trash receptacle will be mounted outside of the shelter and adjacent to it. The receptacle should match the bench proposed in section 2.3.

2.3.2 Proposal pricing shall be submitted for three different trash receptacle sizes. If the vendor does not manufacture a trash receptacle of the exact size listed below, the closest available size shall be noted.

Trash Receptacle Size 1: 22 gallon

Trash Receptacle Size 2: 32 gallon

Trash Receptacle Size 3: 55 gallon

2.4 Display Panel

2.4.1 One (1) interior display panel for information display shall be included in each shelter.

2.4.2 The display panel shall be tamper-proof and vandal-resistant.

2.4.3 It shall be extruded aluminum with a polycarbonate cover mounted in an extruded aluminum frame.

2.4.4 The cover shall be mounted to the panel with a continuous piano hinge.

2.4.5 The display panel shall accommodate display material up to 17" H x 29" W.

Section Six – 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”)

1. **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.

2. **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.

3. **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.

4. **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.

Wage Theft Affidavit

State of _____)
) ss:
_____ County)

I, _____, upon being duly sworn, state as follows:

1. I am the _____ (position) of _____ (“contracting entity”) and have the authority to execute this affidavit on behalf of said contracting entity and any person or entity with an ownership interest in said contracting entity of more than 25%.
2. Neither _____ (contracting entity) nor any person or entity with an ownership interest of more than 25% of said contracting entity has 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 of local ordinance, which governs the payment of wages in the last 5 years.

Signature _____

This instrument was acknowledged before me by _____ on _____, 20____.

Notary Public in and for the State of _____

Section Seven - Contract Compliance Program
(To be completed by awarded vendor only)

General Policy Statement

It is the policy of the City of Iowa City to require equal employment opportunity in all City Contract work. This policy prohibits discrimination by the City's contractors, consultants and vendors and requires them to ensure that applicants seeking employment with them and their employees are treated equally without regard to race, color, creed, religion, national origin, sex, gender identity, sexual orientation, disability, marital status, and age.

It is the City's intention to assist employers, who are City contractors, vendors or consultants, in designing and implementing equal opportunity so that all citizens will be afforded equal accessibility and opportunity to gain and maintain employment.

Provisions:

1. All contractors, vendors, and consultants requesting to do business with the City must submit an Equal Opportunity Policy Statement before the execution of the contract.
2. All City contractors, vendors, and 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 Program. Emergency contracts may be exempt from this provision at the discretion of the City. Regardless of the value of the contract, all contractors, vendors, and consultants are subject to the City's Human Rights Ordinance, which is codified at Article 2 of the City Code.
3. Contracting departments are responsible for assuring that City contractors, vendors, and consultants are made aware of the City's Contract Compliance Program reporting responsibilities and receive the appropriate reporting forms. A notification of requirements will be included in any request for proposal and notice of bids.
4. Contracting departments are responsible for answering questions about contractor, consultant, and vendor compliance during the course of the contract with the City.
5. All contractors, consultants and vendors must refrain from the use of any signs or designations which are sexist in nature, such as those which state "Men Working" or "Flagman Ahead", and instead use gender neutral signs.
6. All contractors, consultants, and vendors must assure that their subcontractors abide by the City's Human Rights Ordinance. The City's protected classes are listed at Iowa City City Code section 2-3-1.

Suggested steps to assure Equal Employment Opportunities

1. **Company Policy**
Determine your company's policy regarding equal employment opportunities. Document the policy and post it in a conspicuous place so that it is known to all your employees. Furthermore, disseminate the policy to all potential sources of employees and to their subcontractors asking their cooperation. The policy statement should recognize and accept their responsibility to provide equal employment opportunity in all your employment practices. In regard to dissemination of this policy, this can be done, for example, through the use of letters to all recruitment sources and subcontractors, personal contacts, employee meetings, web page postings, employee handbooks, and advertising.
2. **Equal Employment Opportunity Officer**
Designate an equal employment opportunity officer or, at a minimum, assign someone the responsibility of administering and promoting your company's Equal Employment Opportunity program. This person should have a position in your organization which emphasizes the importance of the program.

3. Instruct Staff

Your staff should be aware of and be required to abide by your Equal Employment Opportunity program. All employees authorized to hire, supervise, promote, or discharge employees or are involved in such actions should be trained and required to comply with your policy and the current equal employment opportunity laws.

4. Recruitment

- (a) Let potential employees know you are an equal opportunity employer. This can be done by identifying yourself on all recruitment advertising as “as equal opportunity employer”.
- (b) Use recruitment sources that are likely to yield diverse applicant pools. Word-of-mouth recruitment will only perpetuate the current composition of your workforce. Send recruitment sources a letter annually which affirms your commitment to equal employment opportunity and requests their assistance in helping you reach diverse applicant pools.
- (c) Analyze and review your company’s recruitment procedures to identify and eliminate discriminatory barriers.
- (d) Select and train persons involved in the employment process to use objective standards and to support equal employment opportunity goals.
- (e) Review periodically job descriptions to make sure they accurately reflect major job functions. Review education and experience requirements to make sure they accurately reflect the requirements for successful job performance.
- (f) Review the job application to insure that only job related questions are asked. Ask yourself “Is this information necessary to judge an applicant’s ability to perform the job applied for?” Only use job-related tests which do not adversely affect any particular group of people.
- (g) Monitor interviews carefully. Prepare interview questions in advance to assure they are only job related. Train your interviewers on discrimination laws. Biased and subjective judgments in personal interviews can be a major source of discrimination
- (h) Improve hiring and selection procedures and use non-biased promotion, transfer and training policies to increase and/or improve the diversity of your workforce representation. Companies must make sure procedures for selecting candidates for promotion, transfer and training are based upon a fair assessment of an employee’s ability and work record. Furthermore, all companies should post and otherwise publicize all job promotional opportunities and encourage all qualified employees to bid on them.

Below for your information is a copy of Section 2-3-1 of the Iowa City Code of Ordinances which prohibits certain discriminatory practices in employment as well as a sample policy. Please note that the protected characteristics include some not mandated for protection by Federal or State law. As a contractor, consultant or vendor doing business with the City of Iowa City you are required to abide by the provisions of the local ordinance in conjunction with your performance under a contract with the City.

2-3-1: Employment; Exceptions:

- A. It shall be unlawful for any employer to refuse to hire, accept, register, classify, promote or refer for employment, or to otherwise discriminate in employment against any other person or to discharge any employee because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 03-4105, 12-16-2003)
- B. It shall be unlawful for any labor organization to refuse to admit to membership, apprenticeship or training an applicant, to expel any member, or to otherwise discriminate against any applicant for membership, apprenticeship or training or any member in the privileges, rights or benefits of such membership, apprenticeship or training because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation of such applicant or member.

- C. It shall be unlawful for any employer, employment agency, labor organization or the employees or members thereof to directly or indirectly advertise or in any other manner indicate or publicize that individuals are unwelcome, objectionable or not solicited for employment or membership because of age, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
- D. Employment policies relating to pregnancy and childbirth shall be governed by the following:
- A written or unwritten employment policy or practice which excludes from employment applicants or employees because of the employee's pregnancy is a prima facie violation of this title.
 - Disabilities caused or contributed to by the employee's pregnancy, miscarriage, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment or any written or unwritten employment policies and practices involving terms and conditions of employment as applied to other temporary disabilities.
- E. It shall be unlawful for any person to solicit or require as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus. An agreement between employer, employment agency, labor organization or their employees, agents or members and an employee or prospective employee concerning employment, pay or benefits to an employee or prospective employee in return for taking a test for the presence of the antibody to the human immunodeficiency virus is prohibited. The prohibitions of this subsection do not apply if the state epidemiologist determines and the director of public health declares through the utilization of guidelines established by the center for disease control of the United States department of health and human services, that a person with a condition related to acquired immune deficiency syndrome poses a significant risk of transmission of the human immunodeficiency virus to other person in a specific occupation.
- F. The following are exempted from the provision of this section:
- Any bona fide religious institution or its educational facility, association, corporation or society with respect to any qualifications for employment based on religion when such qualifications are related to a bona fide religious purpose. A religious qualification for instructional personnel or an administrative officer, serving in a supervisory capacity of a bona fide religious educational facility or religious institution shall be presumed to be a bona fide occupational qualification. (Ord. 94-3647, 11-8-1994)
 - An employer or employment agency which chooses to offer employment or advertise for employment to only the disabled or elderly. Any such employment or offer of employment shall not discriminate among the disabled or elderly on the basis of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
 - The employment of individuals for work within the home of the employer if the employer or members of the family reside therein during such employment.
 - The employment of individuals to render personal service to the person of the employer or members of the employer's family. (Ord. 94-3647, 11-8-1994)
 - The employment on the basis of sex in those certain instances where sex is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
 - A state or federal program designed to benefit a specific age classification which serves a bona fide public purpose. (Ord. 94-3647, 11-8-1994)
 - The employment on the basis of disability in those certain instances where presence of disability is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)

- Any employer who regularly employees less than four (4) individuals. For purposes of this section, individuals who are members of the employer's family shall not be counted as employees. (Ord. 08-4312, 8-11-2008)

Sample: Equal Employment Opportunity Policy

To all employees of _____

This Company and its employees shall not discriminate against any employee or applicant for employment based on his or her age, national origin, color, creed, disability, gender identity, marital status, race, religion, sex or sexual orientation. The antidiscrimination policy extends to decision involving hiring, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Further, this Company and its employees will provide a working environment free from such discrimination.

All employees are encouraged to refer minority and women applicants and applicants with disabilities for employment.

The Equal Employment Opportunity Officer for _____ is:

Name: _____

Address: _____

Telephone Number: _____

Note: This is a sample only. You may wish to confer with your EEO officer or legal counsel to formulate a policy which specifically meets the needs of your company.

Assurance of Compliance

The following sets forth the minimum requirements of a satisfactory Equal Employment Opportunity Program which will be reviewed for acceptability.

With respect to the performance of this contract, the contractor, consultant or vendor agrees as follows:
(For the purposes of these minimum requirements, "contractor" shall include consultants and vendors)

1. The contractor will not discriminate against any employee or applicant for employment and will take affirmative efforts to ensure applicants and employees are treated during employment without regard to their race, color, creed, religion, national origin, sex, sexual orientation, gender identity, disability, marital status, and age. Such efforts shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that it is an equal opportunity employer.

Note: Contracts that are federally funded are subject to Executive Order No. 11246, as amended, and the regulations (see generally 29 U.S.C. § 1608 *et seq.*) and relevant orders of the U.S. Secretary of Labor. The Secretary of Labor, and not the City, enforces said regulations and orders.

3. Provide a copy of your written Equal Employment Opportunity Policy Statement.

Where is this statement posted?

4. Print the name, telephone number, email and address of your business' Equal Employment Opportunity Officer?

Name: _____

Phone Number: _____

Email: _____

Address: _____

5. The undersigned agrees to display, in conspicuous places at the work site, all posters required by federal and state law for the duration of the contract. NOTE: The City can provide assistance in obtaining the necessary posters.

6. How does your business currently inform applicants, employees, and recruitment sources (including unions) that you are an Equal Employment Opportunity employer?

The above responses to questions 1 through 6 are true and correctly reflect our Equal Employment Opportunity policies.

Business Name

Phone Number

Signature

Title

Print Name

Date

Section Eight - Cost Summary and Company Information

Name of Firm: _____

Proposal pricing shall be submitted for the shelter sizes in the table below. Pricing shall include freight to Iowa City, IA. If the vendor does not manufacture a shelter of the exact dimensions listed in the table, the closest available size shall be noted.

		WIDTH			
		5'	6'	8'	10'
LENGTH	7' Shelter				
	7' Standard Lights				
	7' Solar Lights				
	7' Alternate Bench				
	8' Shelter				
	8' Standard Lights				
	8' Solar Lights				
	8' Alternate Bench				
	10' Shelter				
	10' Standard Lights				
	10' Solar Lights				
	10' Alternate Bench				
	12' Shelter				
	12' Standard Lights				
	12' Solar Lights				
	12' Alternate Bench				
	14' Shelter				
	14' Standard Lights				
	14' Solar Lights				
	14' Alternate Bench				
	16' Shelter				
	16' Standard Light				
	16' Solar Light				
	16' Alternate Bench				
	18' Shelter				
	18' Standard Light				
	18' Solar Light				
	18' Alternate Bench				

After receipt of Purchase Order, standard delivery time for the shelters will be _____ weeks.

Accessories (Options)

Additional accessories to be priced separately. This will allow the City of Iowa City to customize each shelter to best match our needs.

- 4' exterior stand-alone bench with arms \$ _____
- 6' exterior stand-alone bench with arms \$ _____
- Trash receptacle size 1: 22 gallon \$ _____
- Trash receptacle size 2: 32 gallon \$ _____
- Trash receptacle size 3: 55 gallon \$ _____
- Display Panel \$ _____
- Solar Lighting \$ _____

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

Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5.

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

Liens, Unsatisfied Judgments, Disciplinary Actions

List any and all disciplinary actions, administrative proceedings, malpractice claims or other like proceedings against your company or any of its personnel relating to your firm's services that are current, pending, or occurring in the last five (5) years. If your company has no liens, unsatisfied judgments, or disciplinary actions that have occurred you must state this also.

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, having examined and determined the scope of this Request for Proposal, hereby proposes to supply and deliver the proposed products 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 contract.

Authorized Signature:

Name of Firm: _____

Authorized Representative: _____

Signature of Representative: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Date Signed: _____

Addenda Form

The signing representative hereby acknowledges receipt of the following applicable addenda:

Addenda Number

Date
