



## CITY OF IOWA CITY

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

### **Request for Proposal #18-137**

The City of Iowa City intends to enter into a contract for a Bike Share System.

A Pre-Submission Conference will be held at the City of Iowa City City Hall, 410 E Washington Street, Iowa City, Iowa. **The conference will be held on Tuesday, April 3, 2018 at 10:00 a.m. in the City Manager's Conference Room.** All interested Proposers are encouraged to attend the Pre-Submission Conference to assist in providing a responsive proposal to be considered for this award. The Pre-Submission Conference will provide each Proposer with an opportunity to discuss the City's requirements, to discuss the specifications related to the contract(s), and to ask questions that pertain to this Request for Proposal.

Please review the following Request for Proposal before attending the Pre-Submission Conference.

**Date:** March 26, 2018

**Request for Proposal:** #18-137, Bike Share Program for the City of Iowa City

**Notice to Proposers:** Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

**Address Proposals to:**

Attention of the City Clerk's Office  
City of Iowa City  
410 E. Washington Street, Room 140  
Iowa City, Iowa 52240-1826

Proposals shall be **sealed and clearly marked on the outside** of your mailing envelope or container **“Request for Proposal #18-137, Bike Share System”**

**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 **noon on April 12, 2018.**

*Purchasing:*  
June Nasby, Buyer II  
[june-nasby@iowa-city.org](mailto:june-nasby@iowa-city.org)  
(319) 356-5076

**Proposal are due no later than 2:30 p.m., April 26, 2018 in the City Clerk's Office.** Proposers shall submit six (6) 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.*

**Insurance:** Insurance is required, as specified in Section IV B.

**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.

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## **Section One – Submittal Package Checklist**

**Review the following checklist to make sure the contents listed below are included in all six (6) copies of your company's proposal.**

*The required items and specific content must be organized in the submitted proposal as they are listed below. Tabs must be included in each proposal to identify each item.*

### **Item A - 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 B - References**

Provide a minimum of three (3) references from past and/or present municipal clients for contracts similar in scope to this contract including the agency's name and complete mailing address, the name of the contact person, title, email address and phone number of each reference.

### **Item C – Wage Theft Policy**

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

### **Item D - Infrastructure and Technology of the System**

- Describe the scope of initial implementation including number of bicycles and recommended placement and number of stations or kiosks (if applicable).
- Provide a detailed description of the bicycles and any equipment to be used, including manufacturing origin. Include information on any related hardware needed to operate and/or maintain the bicycles. Description should include all mechanical specifications, including information regarding the gearing, suspension, seat, branding, any onboard technology, and all other amenities (i.e. basket, bell, locks).
- Describe the system modularity and expansion capability for stations or kiosks (if applicable), bicycles, and technology.
- Describe any safety features that would be included in this System.
- Describe all reporting features available to the City (i.e. system utilization, bike distribution, customer feedback, membership levels).
- Describe all power requirements.
- Describe how the system will be compliant with the Americans with Disabilities Act.
- Describe any information (i.e. safety, way finding) to be placed on bicycle and equipment (if applicable). Describe all mobile applications available for the system, on what platforms they are available, and who is responsible for maintenance and upgrades.
- Information on the warranty associated with the product the firm is proposing and any extended warranty (include the price) that might be available.

### **Item E - Operations and Maintenance**

- Provide recommendations on what equipment and level of staffing would be required to sustain the System.

- Provide maintenance manual/protocol for the bicycles and any other needed infrastructure or equipment including but not limited to any batteries used by bicycles or station/kiosks. Provide a timeline for replacement.
- Describe software maintenance protocols and procedures for implementing software upgrades at the request of the City.
- Describe any bicycle redistribution protocols.
- Describe strategies to encourage the orderly parking of bicycles at appropriate locations.
- Describe any established troubleshooting protocol for system outages.
- Describe services provided to ensure bicycles are accessible and safe to use during winter operations. (if applicable)

**Item F - Membership**

- Provide a description of membership categories and payment options. Include recommended membership pricing based on the size of the system and the population of the City.
- Provide a detailed description (including photos/illustrations) of how the System will function from a user's perspective. This should include both annual and short-term memberships.
- Detail how your firm's proposed System can be integrated into existing forms of identification and financial accounts (i.e. Visa, Mastercard, Discover, American Express). This should include unbanked users.
- Describe how your firm will accommodate cash-only users.

**Item G - Marketing and Customer Service**

- Describe the marketing assistance that will be provided, if any.
- Describe the potential for advertising, including a list of locations on bicycles and equipment that can accommodate customized messaging provided by the City.
- Describe the type of customer service support that will be provided to users as well as to the City. A system that provides 24/7 customer service and that offers multiple languages is preferred.
- Describe the website that will be provided, if any. Include the services and information that will be provided on the website (i.e. membership sign-ups, safety recommendations, system map, etc.).

**Item H - Proposer Information**

- Provide a brief history of experience, qualifications and success in providing the type of product requested.
- A minimum of three references from companies or agencies for projects similar in scope to this project. Include the company or agency's name, the name, title, phone number of each reference, and the date services were provided. References from the bidder must include agencies other than the City of Iowa City.
- Provide small and/or DBE businesses status.
- Describe the firm's approach to station/kiosk permitting and installation on public right-of-way and private property (if applicable).

**Item I - Price Proposal**

- The City requires unit pricing for all equipment and operations (if applicable).
- The price proposal shall include shipping charges on a per-unit basis and total to include shipping charges FOB destination.
- Pricing for a delivered system to include all products and services needed for the initial phase of System implementation, including marketing (if applicable). Pricing should be itemized for each component of the System.
- Pricing (and/or a discount structure) for future potential expansion of the System.

- Pricing (and/or a discount structure) for required replacement parts including the acquisition of additional bicycles.
- Pricing (and/or a discount structure) for any maintenance plans available for the System, including any additional software licensing costs.
- Pricing for any other products/services needed for seamless continued operation of the System including redistribution services.
- Cost after system launch, including initial turnover logistics, maintenance, technical support, marketing (if applicable) and new features.

The City is not responsible for your firm's failure to provide information and pricing on required items. The submitted pricing must include all of the costs required to perform the tasks to complete the project in full. Any costs not included in the submitted proposal that are required to complete the project, will be the responsibility of the awarded firm.

**Item J - User Incentives and Fees**

- Describe the user fee structure
- Describe any incentives you provide for users to bring bicycles to desired locations.
- Describe any and all fees that may be charged to the user as penalties for misuse of the system, such as parking bicycles incorrectly and travelling outside any permitted service area.
- Describe any and all fees that may be charged to the user for additional services, such as reserving a bicycle.

**Item K- Implementation Schedule**

Provide an estimated implementation schedule from date of contract award, including date of product shipment, system launch date and any other relevant milestones. Also, provide typical delivery time for new and replacement materials. Provide documentation affirming compliance with all Payment Card Industry Data Security Standards ("PCI-DSS").

**Item L – Required Documents**

Include Section VI. Required Documentation and Signature Page

**Note: The 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 is seeking a qualified firm (or firms) to provide a bike share system that will include all applicable hardware, software, and bicycles (collectively, the "System") per the terms, conditions, and specifications stated within this Request for Proposal document. The System should provide an affordable, convenient and flexible transportation option for residents and visitors of the City of Iowa City. Vendors that provide a system that can interact with other modes of transportation, such as public transit, car sharing services, and ride hailing services are preferred. The System should require a low or no financial obligation by the City for all implementation, operating, and managing elements.

### **B. System Operations:**

The goals are to provide a balanced System, with minimal bicycle redistribution needed, with capability for regional interoperability, with potential for efficient expansion, and that will offer a viable alternative transportation option with 24-hour customer service. The System will be available for members of the City of Iowa city community, including residents, students, staff, and visitors, with a targeted program launch date to be determined.

The City is requesting proposals for a bike share system that will service both community and campus residents and be managed and operated by the vendor. The envisioned ongoing funding plan relies primarily on membership and usage fees.

The System should allow bicycles to be accessed both by annual members and visitors via a one-day or longer subscription. Users should be able to register online, through smartphone applications, and/or by some type of physical user interface such as a kiosk. To provide for frequent turnover of bikes, the system should provide for an escalating pricing system based on duration of usage. The System should provide a comprehensive back-end operation to allow the City to monitor membership, bicycle distribution, bicycle usage, and track bicycle maintenance needs. The primary coverage area for the first phase of the program is expected to include at least the Downtown Iowa City. The system shall be capable of expansion to additional areas in the future.

### **C. Contract Term:**

1. The initial term of this contract shall be for three (3) years commencing on the date stated on the Contract Purchase Order. No price escalation will be allowed during the initial term of the contract.
2. This contract may be renewed at the expiration of its term with the mutual consent of the City and the successful vendor. The renewal may be for one (1) year periods upon mutual consent of the parties involved. 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.
2. This notice will not be deemed to commit the City of Iowa City to a contract renewal.

### **D. 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. Vendors 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) installations with bike share systems in the United States market.

6. 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.
7. Any costs associated with the Bike Share System 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.
8. 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.
9. Proposed pricing and/or percentage discount shall be firm from the beginning date of the signed purchase order, with the option to order additional bicycles and equipment with the proposed pricing and/or percentage discount for one year after the date stated on the purchase order.
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 of Iowa 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

**E. Piggyback Procurement Method:**

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 and agencies, counties, institutions of higher education, Iowa intergovernmental agencies, and local school district located in Johnson and Linn Counties that do not rely upon the University of Iowa for funding, 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 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. Project Completion Date:**

The work as herein specified must be completed by Summer/early Fall.

No extensions shall be granted without the expressed written consent of the Director of Transportation Services.

**G. Interviews:**

The City reserves the right to conduct interviews with individual vendors to better assess the competency of the vendor 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.

**H. Contract Negotiations:**

The contract that has been adopted for this project is attached and embedded on the last page of this Request for Proposal. Proposers are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements herein. To be responsive, Proposers must be prepared to enter into a Contract substantially the same as the attached Contract. The Proposer's failure to execute a Contract substantially the same as the attached Contract may result in disqualification for future solicitations for this same or similar products/services.

Submittal of a proposal is agreement to this condition. Proposers are to price and submit proposals to reflect all the specifications, requirements, in this Request for Proposal and terms and conditions substantially the same as those included in this Request for Proposal.

Any specific areas of dispute with the attached Contract must be identified in Proposer's Response and may, at the sole discretion of the City, be grounds for disqualification from further consideration in award of a contract. Proposer shall provide alternative language for any disputed areas. Under no circumstances shall a Proposer submit its own standard contract terms and conditions as a response to this solicitation. Instead, Proposer must review and identify the language in the City's attached Contract Terms and Conditions that Proposer finds problematic, state the issue, and propose the language or contract modifications Proposer is requesting. The Proposer should keep in mind, when requesting such modifications, that the City is not obligated to accept the requested areas of dispute.

The City may consider and may choose to accept some, none, or all contract modifications that the Proposer has submitted with the Proposer's proposal.

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

If negotiations cannot be completed to mutual satisfaction within 15 calendar days or in an otherwise reasonable time frame in the opinion of the City, then the City retains the sole option to terminate negotiation. In such an event, the City reserves the right to name another apparent successful Vendor and restart with the new Vendor or to terminate the Request for Proposal process.

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

## **I. Evaluation Process:**

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the 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 proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. The evaluation process shall be based on a 100-point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the requirements. The following table lists the maximum points associated with each category.



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

<u>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Proposed Product and Functionality	40
Customer Satisfaction/References/Experience/Previous Experience with the City	20
The vendor’s user cost structure ( <i>pricing</i> proposal)	20
Technical Support and Maintenance	10
Training and Installation	<u>10</u>
<b>Total</b>	<b>100</b>

**J. Contract Award:**

1. 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 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 reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
2. The vendor’s proposal must be complete to be considered for award.
3. It is the City of Iowa City’s intent to make an award within one hundred and twenty (120) working days of the proposal due date.
4. Award, if made, will be in accordance with the terms and conditions herein.
5. Award, if made, shall be in the form of a Contract Purchase Order.
6. Consideration may be given to favorable references from firms with projects of similar scopes that indicate that the proposer has the ability to carry out services and provide the products specified.
7. Proposals will be evaluated on the basis of their perceived competence, expertise and technical suitability relative to this Request for Proposal. Discussions may then be conducted with these selected respondents in order to clarify certain elements. Revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers at the discretion of the City. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing proposer(s).
8. The awarded vendor shall be responsible for obtaining any necessary permits to comply with applicable Federal, State and City codes. The City shall waive any fees involved in securing the necessary City permits.
9. The awarded vendor will be responsible for the removal of boxes and debris during and after installation of the Bike Share System.
10. Awarded vendor(s) will be given the City’s contract compliance document to complete and return within thirty (30) calendar days of contract award.
11. Awarded vendor(s) will be required to submit a current certificate of insurance prior to commencement of work. 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 carrier will be rated as A or better by A.M. Best

**Section Three – System Information**

Firms are encouraged to submit proposals for a system (or systems) that meet the following requirements for a minimum of one hundred (100) bicycles. The awarded vendor must be willing to discuss future expansion or retraction of the system. The decision to expand or retract the number of bikes must be mutually agreed upon between the City and the awarded vendor.

**A. Bicycles**

- (1) Bicycles should be durable and be able to be kept outside at least nine months of the year.
- (2) Bicycles should be rust resistant.
- (3) Bicycles should have fenders to protect users from tire spray.
- (4) Bicycles should have a white light mounted on the front of the bike, and a red light mounted on the rear of the bike. Lights whose energy is generated from the bike are preferred. Lights shall remain on during short stops. Bikes should have front, rear, side, and pedal reflectors.
- (5) Bicycles should have a minimum of three (3) gears.
- (6) Bicycles should have reliable and intuitive braking systems.
- (7) Bicycles should have a bell or other warning system.
- (8) Bicycles should be tamper resistant and have puncture resistant tires.
- (9) Bicycles should be uniform in nature and consistently branded.
- (10) Bicycles should be new.
- (11) Bicycles should be one-size-fits all design with an adjustable seat. Seat post should be marked for various heights as a guide for the user. The user should not be able to remove the seat from the frame.
- (12) Bicycles with a secondary lock are preferred to enable a user to secure the bike while making stops during their reservation.
- (13) Bicycles should have a tracking system to meet reporting needs below (see ii (3)), i.e. global positioning system ("GPS"), radio-frequency identification ("RFID"), etc.
- (14) Bicycles that are part of a dockless system must have a self-locking mechanism and remain upright when parked.
- (15) Bicycles parked in one location for more than seven consecutive days without moving may be removed by the City at the expense of the bike share vendor.
- (16) Bicycles should have routine maintenance per a maintenance program to keep the bikes safe.
- (17) An inoperable bike, or a bicycle that is not safe to operate, shall be made not available to the public and removed from the public right-of-way by the vendor within 12 hours of notice.
- (18) The vendor will inform customers of how to appropriately park bicycles.

**B. Pay Station/Kiosk – For systems proposing pay stations or kiosks (optional)**

- (1) Stations or kiosks should be resistant to corrosion and vandalism.
- (2) Stations or kiosks should be of the smallest feasible footprint and should not be permanent in nature.
- (3) Stations or kiosks should have a user interface that allows for reservations, payments, membership options, recommended routes and bicycle safety information. The user interface should allow user to report maintenance issues.
- (4) Stations or kiosks should be new and uniform in nature and branded consistently.
- (5) Stations or kiosks should have wireless connectivity.
- (6) Stations or kiosks should be American's with Disabilities Act (ADA) compliant.

**C. Technology and Reporting Capabilities**

- (1) System shall have the ability to provide “corporate accounts” where a company or organization can pay for part or all of their employee’s membership. System should allow companies to access reports on membership and usage.
- (2) General system data (restricted to ride data and not personal member data) should be open to the public and available via API or XML feeds or similar.
- (3) The System must be able to provide detailed monthly reports to the City that may include, but are not limited to the following:
- (4) Report(s) showing utilization of bikes (overall usage, hourly and daily usage, routing and usage by bike).
- (5) Report(s) or interface showing current distribution of bikes.
- (6) Report(s) showing total number of members with the ability to differentiate between daily/visitor users and annual users. Report(s) should be able to show growth over a set period of time defined by the City.
- (7) Maintenance reporting feature.
- (8) City staff shall have access to system data to be able to easily and quickly run customizable reports as needed.
- (9) System should be able to designate geofencing areas to parking areas to support fleet management.

**Section Four - 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.** 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 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 ensure 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 good and/or services to be provided which are within the Scope of this Contract. No assignment, alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and agreed to by both the City and the Vendor. The Vendor shall not commence any additional work or change the scope of the goods and/or services provided until authorized in writing by the City. The Vendor shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Contract executed by both the Vendor and the City. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement by the Purchasing Division.
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 arising 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 Five - 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 submit it along with the request for bid or request for proposal required documents.

**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.

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 Six - 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 ensure 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 employs 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**

*(To be completed by awarded vendor only. Do not submit with proposal.)*

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.

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Business Name

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Phone Number

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Signature

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Title

---

Print Name

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Date

**Section Seven - Required Documentation and Signature Page**

Pricing needs to include all components of a bike share system including all applicable hardware, software, installation, training, etc. for a system consisting of multiple potential set-up scenarios. The City is seeking low or no financial obligation associated with the Bike Share Program under this Agreement. Provide pricing for the following options:

*Dock-less system*

100 Bikes	\$ _____
150 Bikes	\$ _____
Each set of 50 additional bikes	\$ _____

*Customer usage pricing for the following casual ride and membership options (if offered):*

Single Ride	\$ _____
Three-day pass	\$ _____
Multiple-ride pack	\$ _____
Monthly membership	\$ _____
Annual membership	\$ _____
Low-income membership	\$ _____
Corporate membership	\$ _____
Institutional membership (University students)	\$ _____
Any other memberships available	\$ _____

*Pay station or Kiosk (optional)*

Each additional station	\$ _____
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**Exceptions, Deviations or other Agreements**

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

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**Prohibited Interest**

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).

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**Liens or Unsatisfied Judgments**

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.

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**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

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.

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

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

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

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

**Authorized Signature**

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

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

\_\_\_\_\_

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

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

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

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

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

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

**Addenda Form**

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

Addenda Number

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_