



CITY OF IOWA CITY

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

**Date:** January 16, 2019

**Request for Proposal: #19-155, Consulting Services for a Five-Year Consolidated Plan**

**Notice to Proposers:** Sealed proposals will be received at the Office of the City Clerk, 410 E. Washington Street, Room 140, Iowa City, Iowa 52240, until the time and date specified below.

**Address Proposals To:** Attention: City Clerk, City Hall, 410 E. Washington St., RM 140, Iowa City, IA 52240, on or before the proposal opening local time and date specified below. Proposals shall be **sealed** and clearly marked on the front “Consulting Services for a Five-Year Consolidated Plan, **RFP #19-155.**”

**Faxed proposals or E-mailed proposals will not be accepted.**

**Questions:** All questions and clarifications regarding this Request for Proposal can be answered by **emailing** the following representative. All questions must be in writing in order to receive a response and will be answered on an individual basis. Questions must be submitted via e-mail no later than **February 5, 2019, noon, local time.**

**Purchasing**

Mary Niichel-Hegwood

Purchasing Agent

[mary-niichel@iowa-city.org](mailto:mary-niichel@iowa-city.org)

(319)356-5078

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

**Proposals Are Due No Later Than: 2:30 p.m. (local time), February 15, 2019.** Proposers must submit **six (6) hard copies** of the proposals together with **one electronic copy on a flash drive** of the proposal.

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

**Bonds and Insurance:** Insurance is required as specified in Section 3-B. No bid security or performance bond is required.

**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 1 - Proposal Requirements Checklist**

*The following items must be included on the flash drive and all six (6) copies of the vendor's submitted proposal and must be organized in the following sequence.*

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

### **Section A - Executive Summary**

The vendor shall provide a cover letter on corporate letterhead, including name, address, telephone number, and email address of the company. The cover letter, which must be signed by an authorized representative, shall include a summary of the proposal for the Consolidated Plan including a brief restatement of the project scope and identification of any particularly challenging aspects of the scope of the project. The cover letter must include a brief description of the company, including past history, present status, future plans, etc., company size and organization.

### **Section B - Respondent Expertise**

Brief overview of your company's experience in working on the Consolidated Plan with specific attention given to projects that may have been completed for communities similar to Iowa City. Identify experience with the Consolidated Plan template on IDIS OnLine and the CPD Maps website (econ Planning Suite).

### **Section C - Consultant Staffing Plan**

An overview of all consultants' project team members, including a brief description of the company, qualifications, and past projects should include names, roles, and résumés of principals of the consulting company; project team members and points of contact for questions concerning the proposal.

Additionally, the names, company locations, telephone numbers, email addresses and identified relationship of all the company's representatives who will be working on the project must be included in the proposal.

### **Section D - Subconsultant's Expertise**

If a subconsultant(s) will be used for any part of project, including data gathering, provide the name of the subconsultant, a description of its scope of work, and a brief overview of its experience in designated area(s). Include identification and contact information for any subconsultants who will be involved with the proposed project, similar to the information provided above for the consultant's staff.

### **Section E - Proposed Work Plan**

Detailed descriptions of the planned approach that will be taken by your company must include:

- Methodology to be used
- Rationale for proposed methods and activities
- Public meetings and public/community participation
- Draft project timeline with key milestones
- Final deliverables based on preparing the Consolidated Plan utilizing HUD's eCon Planning Suite

### **Section F - References**

A list of three (3) previous clients of similar size, service area and nature, with whom the respondent has provided similar services. Each listed reference should include the type and size of the client organization, and a brief description and scope of services that were provided.

**Section G – Wage Theft Policy**

After review of **Section 4 - Wage Theft Policy**, the **Wage Theft Affidavit** must be completed, notarized, and included in the submitted proposal. *The form provided in Section 4 must be used; substitute forms will not be accepted.*

**Section H – Company Information Sheet**

A completed and signed Pricing Requirements and Company Information Sheet. *Complete and submit the form that has been provided in Section 6 (Substitute forms will not be accepted).*

**Section I – Project Costs**

A comprehensive and detailed listing of **all costs and reimbursable fees (travel, etc.)** to be incurred as a part of your company's work for the Consolidated Plan. In addition, the proposer must include a not-to-exceed project cost. Hourly costs, including an estimate of the time necessary for completion of specific tasks, and the cost of each task must be included with the submittal. This detailed listing of costs must equal the not-to-exceed project amount. All costs for this project must be included in the submitted proposal. Exclusion of any costs for this project will be the responsibility of your company. The detailed listing of Project Costs will be titled **Attachment A** and will be attached to the final Agreement for Professional Services.

In addition to the projects costs for the Consolidated Plan, the proposer shall submit a price for the completion of the FY21 Annual Action Plan (July 1, 2020 to June 30, 2021) to be submitted to HUD by May 5, 2020. The Annual Action Plan shall be in accordance with 24 CFR 91.220 and must be completed using HUD's Consolidated Plan template (year 1) on IDIS.

## **Section 2 - Specific Conditions and Instructions to this Proposal**

### **A. Project Overview:**

The City of Iowa City is requesting proposals from qualified community development consultant firms or individual consultants to assist the City in updating the planning documents necessary to receive continued direct Entitlement Community assistance from the U. S. Department of Housing and Urban Development (HUD). The City of Iowa City receives and administers Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds.

In addition to the proposal for the completion of the Consolidated Plan, as an **optional item**, the consultant shall include a price for the completion of the FY21 Annual Action Plan (July 1, 2020 to June 30, 2021) to be submitted to HUD by May 5, 2020. The Annual Action Plan shall be in accordance with 24 CFR 91.220 and must be completed using HUD's Consolidated Plan template (year 1) on IDIS. Dependent on funding, the City reserves the right to have the consultant provide these additional services with the initial award or after the contract has been awarded.

### **B. Background:**

The current 5-Year Consolidated Plan (a.k.a. City Steps) is due for renewal for city fiscal years 2021 through 2025 (July 1, 2020 to June 30, 2025). The 5-Year Consolidated Plan must be completed by November 15, 2019. The City of Iowa City receives approximately \$465,000 in annual HOME entitlement funding and approximately \$600,000 in CDBG funds.

### **C. Scope of Services:**

#### **Consolidated Plan and Citizen Participation Plan**

Consultants are urged to familiarize themselves with 24 CFR Part 91 regulations and the guidelines established by HUD for the Consolidated Plan. Consultant must use the Consolidated Plan template in IDIS Online and the CPD Maps website (eCon Planning Suite).

The consultant will collaborate with Iowa City's Neighborhood Services staff in the identification, development, scheduling and implementation of activities designed to complete a HUD acceptable Consolidated Plan. Scope of work includes, but is not limited to the following:

#### ***1. Citizen Participation and Consultation:***

Develop a list of housing and community development stakeholders in the City. Provide meaningful involvement of groups listed in 24 CFR 91.100, including members of the public, community-based organizations, businesses, elected officials, housing and service providers in the planning process and regular consultation with city staff. Develop a detailed citizen participation plan that complies with the City's Citizen Participation Plan and federal requirements and includes consultation with:

- The Continuum of Care that serves the jurisdiction's geographic area;
- Public and private agencies that address housing, health, social services, employment, or education needs of low-income individuals and families, of homeless individuals and families, of youth, and/or of other persons with special needs;
- Publicly funded institutions and systems of care that may discharge persons into homelessness (such as health-care, mental health, foster care, and other youth facilities, in addition to corrections programs and institutions);
- Public and private organizations engaged in narrowing the digital divide, including broadband internet service providers; and
- Agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies.

## **2. *Executive Summary:***

A concise summary that includes the objectives and outcomes identified in the plan, the citizen participation process, public comments, efforts made to broaden public participation, and an evaluation of past performance.

## **3. *Housing and Homeless Needs Assessment:***

A summary of the City's estimated housing needs projected for the ensuing five-year period. At the minimum this section must satisfy the requirements of 24 CFR 91.205, which includes:

- Estimating the number and type of families in need of housing assistance;
- Summarizing housing problems of interest to HUD, including lead-based paint hazards and housing cost burden;
- Assessing disproportionate housing needs by race and ethnicity;
- Describing the nature and extent of homelessness using data from the Homeless Management Information System (HMIS) and the Point-In-Time (PIT) count;
- Describing the characteristics and needs of those housed but at risk of homelessness.
- Estimating persons having other special needs in need of supportive housing

## **4. *Housing Market Analysis:***

A description of the significant characteristics of the City's housing market. At a minimum, this section must satisfy the requirements of 24 CFR 91.210, which includes:

- Analyzing the supply, demand, and condition and cost of housing
- Estimating housing available for persons with disabilities or other special needs
- Estimating vacant or abandoned buildings and their suitability for rehabilitation
- Identifying areas with concentrations of racial/ethnic minorities and/or low-income families
- Analyzing the broadband needs of low- and moderate-income households
- Identifying the vulnerability of LMI households to increased natural hazard risks
- Describing publicly assisted housing units, their physical condition, their restoration needs, and the City's strategy to improve their management, operation, and living environment.
- Identifying facilities, housing, and services that meet the needs of homeless persons
- Identifying facilities, services, and programs assisting persons who require supportive housing, including those returning from institutions
- Identifying barriers to affordable housing affected by public policies

## **5. *Housing and Community Development Strategic Plan:***

A description of priorities for allocating funds geographically and among different needs, the City's rationale, obstacles to meeting underserved needs, priorities and objectives to be initiated during the planning period, how funding will address identified needs, and how these will affirmatively further fair housing. At the minimum, this section must satisfy the requirements of 24 CFR 91.215, which includes but is not limited to:

- Identifying and prioritizing affordable housing and homeless needs projects and activities, including the rationale behind them, and describing their proposed accomplishments.
- Identifying obstacles to meeting housing goals and objectives, and describing strategies for overcoming such obstacles.
- Describing how the City will address public housing needs and encourage resident involvement and homeownership.
- Identifying and prioritizing homeless needs, and describing strategies for reducing and ending homelessness through assessment, direct assistance, and assistance for those at risk.
- Assessing special needs for the non-homeless, including special housing or supportive service needs for the elderly, persons with physical, mental, or developmental disabilities, persons with alcohol or drug addiction, and persons with HIV/AIDS and their families.

- Identifying priority non-housing community development needs, including specific long-term and short-term objectives for public facilities and infrastructure improvement, accessibility issues, historic preservation, economic development, planning, public services, and other community development needs.
- Identifying geographic areas where targeted revitalization efforts are carried out through concentrated and coordinated activities.
- Identifying strategies to address overcrowding, concentration of racial/ethnic minorities, and avoid involuntary displacement of residents.
- Describing how the City will address negative public policy effects that act as barriers to affordable housing.
- Outlining actions to evaluate and reduce lead-based paint hazards.
- Summarizing goals, programs, and policies for reducing the number of poverty-level families and how affordable housing goals, programs, and policies will support these efforts.
- Summarizing the institutional structure the City will use to carry out its housing, homeless, and community development plan, and how the City will overcome any identified gaps in this structure.
- Summarizing activities to enhance coordination among the Continuum of Care, public and assisted housing providers, and health, mental health, and service agencies.
- Implementation of Housing & Community Development Strategy

**6. *Identify Potential Funding Sources:***

Identify potential State and Federal grants and other available funding sources available to the City for housing-related and community development activities. Suggest financial terms for CDBG and HOME projects based on project type or related factors.

**7. *City Responsibilities:***

The City of Iowa City will expect the consultant to have the capacity to exercise independent judgment and to perform those actions necessary to complete the Plan. While the consultant will be working under the general direction of the City, it should be understood the City has limited professional staff capacity to support the project and will rely on the personnel, experience and expertise of the consultant to ensure all necessary components of the process are completed in a timely manner. The City believes it can supply all reasonable clerical support, printing and copying services, A/V equipment and meeting location/scheduling services.

The City will provide copies of existing plans, data and documents including:

- Contact lists of local agencies, neighborhood organizations, special interest groups and others to be invited to participate in the process
- Copies of zoning, subdivision and related land use regulations
- Information and recommendations developed by the Housing and Community Development Commission or other Council appointed committees
- FY2016-2020 Consolidated Plan (a.k.a. CITY STEPS 2016-2020) and annual updates
- Affordable Housing Market Analysis, created December 2007 and updated January 2015
- Iowa City Housing Authority plans and reports
- Continuum of Care Reports
- Facilities, meeting rooms, photocopying, phone, office space, and related services
- Existing Citizen Participation Plan
- Analysis of Impediments of Fair Housing

**8. *Deliverables:***

The Consultant shall complete the Consolidated Plan template on IDIS Online. Consultant shall

provide a resource summary to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the 5-Year Consolidated Plan/Citizen Participation Plan. The Consultant shall also provide all digital files used in the creation of the Consolidated Plan, including but not limited to Geographic Information Systems files and data, Microsoft Office documents and data, photographs, and other graphics. Report drafts shall be provided in digital format. No less than six (6) bound hard copies of the final report shall be provided. All reports and information related to the Consolidated Plan will be the property of the City.

**FY21 Annual Action Plan (July 1, 2020 to June 30, 2021)**

As stated in the Project Overview of this Section 2, the City may elect to have the Consultant complete the FY21 Annual Action Plan (July 1, 2020 to June 30, 2021) to be submitted to HUD by May 5, 2020. The Annual Action Plan shall be in accordance with 24 CFR 91.220 and must be completed using HUD's Consolidated Plan template (year 1) on IDIS. The Annual Action Plan must include the following:

**1. *Annual Action Plan:***

Describe and analyze objectives and outcomes in the plan, past performance, public participation and consultation (including efforts to broaden public participation), and any comments or views (including if any were not accepted and why). At the minimum this section must satisfy the requirements of 24 CFR 91.220, which includes for the upcoming plan year:

- Summarizing expected federal resources
- Indicating other expected resources to address needs identified in the plan.
- Summarizing the objectives that the City expects to achieve
- Describing activities and outcome measures that will address priority needs and objectives
- Describing geographic areas to which the City will direct assistance
- Describing affordable housing goals for specific subpopulations and for units produced, rehabilitated, acquired, and/or receiving rental assistance
- Describing actions to address public housing needs and encourage resident involvement and homeownership.
- Describing goals and actions to reduce and end homelessness
- Describing activities to address identified housing and supportive service needs for persons with special needs.
- Describing actions to address public policies that serve as barriers to affordable housing.
- Describing actions to affirmatively further fair housing by addressing identified goals
- Describing actions to address obstacles to meeting underserved needs, foster affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination
- Addressing program-specific requirements for the CDBG and HOME programs.

**D. Project Milestones and Payment Schedule:**

The following tables provide the required deliverables, goal dates, and payment schedules. The City reserves the right to modify goal dates during the contract period. Both parties must agree on these modifications in order to amend the agreement. In order for the Consultant to receive payment, the City must receive an invoice for the milestone that has been met and the City must provide the Consultant with written approval of all submitted documents.

**FY19**

<b>Percent of Payment</b>	<b>Deliverable</b>	<b>Goal Date</b>
20%	Draft of Needs Assessment	April 22, 2019
20%	Draft of Market Analysis	May 20, 2019
10%	Draft of public participation process (includes initial comments write-up)	June 17, 2019

**FY20**

<b>Percent of Payment</b>	<b>Deliverable</b>	<b>Goal Date</b>
25% (20% if AAP added)	Draft of Strategic Plan	Sept. 2, 2019
25% (20% if AAP added)	Completed Document (with Executive Summary)	Nov. 15, 2019
10% (if added)	Completed Annual Action Plan	March 2, 2020

**E. Proposal Requirements:**

1. If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer should contact the City representative listed on page one of this document no later than **February 5, 2019, noon, local time**. All questions must be in e-mail form in order to receive a response.
2. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a company concludes the company's acceptance of the terms and conditions herein, unless otherwise stated.
3. The format of the company's proposal must be consistent with the specifications listed on the ***Proposal Requirements Checklist – Section 1***. Each copy must be organized as stated on the checklist and contain all of the required information in order for the City to fully evaluate the submitted proposal.
4. All deviations from the specifications or exceptions to the Request for Proposal, must be noted in detail by the vendor, in **Section 6 - Company Information Sheet** at the time of submittal of the vendor's proposal.

The absence of a written list of deviations or exceptions at the time of submittal of the proposal will hold the vendor strictly accountable to the specifications and terms and conditions contained in this Request for Proposal.

5. Any costs to the City not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges bid herein.
6. The vendor is responsible for all costs related to the preparation and submittal of the proposal., any costs associated with the preparation of additional material, and any required visits to the City during the pre-award process.
7. All submitted proposals, including any negotiations, submitted shall be binding for one hundred and

twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.

8. Responses may be rejected if the proposer fails to perform any of the following:
  - a. To adhere to one or more of the provisions established in this Request for Proposal
  - b. To demonstrate competence, experience, and ability to provide services described in this Request for Proposal
  - c. To submit a response on or before the deadline and complete all required forms
  - d. To fulfill a request for an oral presentation or interview
  - e. To respond to a written request for clarification or additional information
9. Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

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

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

**G. Contract Negotiations:**

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

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

**H. Interview**

Proposers selected to participate in an interview will have the opportunity to discuss their qualifications, experience, services that they will provide for this contract, as well as any proposed fee schedule. The request for an interview shall be at no cost to the City.

**I. Evaluation Process:**

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

An evaluation committee consisting of City staff will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall

be the responsibility of the proposer. Phase 1 of the evaluation process shall be based on a 100 point scale. It is required that a proposal receive a minimum of 80 points in order to move on to Phase 2 and be considered for award.

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

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

<u>Phase 1 – Point Category</u>	<u>Assigned Points</u>
<b>Experience</b>	<b>25</b>
<ul style="list-style-type: none"> <li>• Firm’s Resume</li> <li>• Qualifications/Personnel</li> </ul>	
<b>Proposed Work Plan</b>	<b>55</b>
<ul style="list-style-type: none"> <li>▪ Methodology &amp; Rationale <ul style="list-style-type: none"> <li>○ Public Participation</li> <li>○ Needs Assessment</li> <li>○ Market Analysis</li> <li>○ Strategic Plan</li> </ul> </li> <li>▪ Project Timeline</li> <li>▪ Deliverables</li> </ul>	
<b>Fee Schedule</b>	<b>20</b>
<b>Total Points Phase 1</b>	<b>100</b>
<u>Phase 2 - Point Category</u>	<u>Assigned Points</u>
<b>Interview/Presentation</b>	<b>30</b>
<b>References</b>	<b>20</b>
<ul style="list-style-type: none"> <li>▪ References</li> <li>▪ Proven Success of Contracts with Other Clients</li> </ul>	
<b>Total Points for Phase 2</b>	<b>50</b>
<b>Total Points for Phase 1 and Phase 2</b>	<b>150</b>

**J. Contract Award:**

1. The submitted proposal must be complete to be considered for award.
2. Award, if made, will be between the City and the proposer. The awarded vendor shall not subcontract any part of this contract without the prior written approval of the City. All subconsultants working on this contract must be employed by and responsible to the awarded vendor; all fees for this project will be paid to the main consultant. Failure to comply with the subconsultant provision will result in termination of the contract.

3. The City reserves the right to qualify, accept, or reject any or all proposers as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the proposer to the terms and conditions of the Request for Proposal.
4. Award, if made, will be in accordance with the terms and conditions herein.
5. Award, if made, shall be in the form of a contract issued by the City (see sample contract – Section 7), and any additional submittals by the proposer that have been accepted by the City.
6. The City of Iowa City reserves the right to make changes and additions to the contract after commencement of work. All modifications to the contract will be initiated by the City’s Purchasing Division in the form of a contract amendment.
7. The awarded consultant shall conduct the work so as not to conflict with any Federal, State, or local laws, ordinances, and regulations.
8. Consideration may be given to, but not limited to, demonstrated capacity to prepare the Consolidated Plan, the firm’s resume and qualifications, experience with past and present clients, customer satisfaction and references, proven success of other contracts, firm’s financial stability, the firm’s ability to demonstrate an understanding of the work to be performed, demonstrated capacity to provide timely and quality deliverables, the firm’s ability to comply with the requirements of this Request for Proposal, value of service relative to proposed fees.
9. The awarded consultant will be required to complete and submit the City’s Contract Compliance Document and provide their Equal Employment Opportunity policy before the contract is awarded.
10. Before award of this contract, the selected proposer shall submit a certificate of insurance that shall include professional liability insurance covering the selected proposer’s liability for the proposer’s negligent acts, errors and omissions to the City in the sum of \$1,000,000.
  - The City of Iowa City will be named as additional insured
  - Project proposal number and project title as the description
  - Insurance carriers will be rated as A or better by A.M. Best
11. By submitting a proposal in response to this Request for Proposal, the proposer acknowledges that the proposal submitted shall become public information after the contract is awarded.

**Section 3 - City of Iowa City – Purchasing Division**  
**General Conditions and Instructions to Proposers**

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

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

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

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

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

**A. Conditions for Proposing**

1. **No Contact Policy.** 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 E. Washington St., 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 consultants, subconsultants 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 consultants with contracts of \$25,000 or more must abide by the requirements of the City's Wage Theft Policy. Pursuant to the Wage Theft Policy, the City will not enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt.

The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

## **B. Bonds and Insurance**

1. Insurance Requirements. When required, the successful Proposer shall provide insurance as follows:
  - a. Certificate of Insurance; Cancellation or Modification

1. Before commencing work, the Consultant 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 Consultant 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. Coverage

The Consultant agrees at all times to have and maintain professional liability insurance covering the Consultant's liability for the Consultant's negligent acts, errors and omissions to the City in the sum of \$1,000,000. The Consultant's certificate of insurance must be submitted before contract award.

**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 consultant 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. Presentations. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

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

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

#### **E. General Contract Provisions**

1. Contract Award. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.
2. Insurance. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. Availability of Funds. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.
4. Change in Laws: In the event of a change in law that frustrates the goals of the City relative to this contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.
5. Contract Alterations. The City reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the City and the Proposer. The Proposer shall not commence any additional work or change the scope of the Service until authorized in writing by the City. Proposer shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Proposer and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

6. Subletting of Contract Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
7. Contract Period. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
  - a. Extended upon written authorization of the City and accepted by consultant, 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 Consultant 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 Consultant (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 Consultant 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 consultant 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 Consultant 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 Consultant. 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 Consultant 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 Consultant. 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 Consultant or by any Subconsultant 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 subconsultant is a third party beneficiary to any contract between the Contracting Authority and the prime consultant. 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 4 - City of Iowa City Wage Theft Policy**

It is the policy of the City of Iowa City, as expressed by City Council Resolution No. 15-364 adopted on November 10, 2015, not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. (hereinafter “Wage Theft Policy”)

I. **Application.** The Wage Theft Policy applies to the following:

- a. Contracts in excess of \$25,000 for goods, services or public improvements.
- b. Contracts for discretionary economic development assistance. “Discretionary” economic development assistance shall mean any economic development assistance provided by the City of Iowa City that is not required by law.

II. **Exceptions.** The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City’s purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

III. **Affidavit.** **The contracting entity must complete the attached affidavit showing compliance with the Wage Theft Policy and provide it to the Contracting Department prior to the execution of the contract.**

**Contract provision:** Any contract to which this policy is applicable will include the following contract provision: If the City becomes aware that a person or entity (including an owner of more than 25% of the entity) has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, within the five (5) year period prior to the award or at any time after the award, such violation shall constitute a default under the contract.

IV. **Waivers.** If a person or entity is ineligible to contract with the City as a result of the Wage Theft Policy it may submit a request in writing indicating that one or more of the following actions have been taken:

- a. There has been a bona fide change in ownership or control of the ineligible person or entity;
- b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation(s);
- c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or
- d. Other factors that the person or entity believes are relevant.

The City Manager or Designee shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation if warranted and determine whether a reduction in the ineligibility period or waiver is warranted. Should the City Manager or Designee determine that a reduction or waiver of the ineligibility period is warranted the City Manager or Designee shall make such recommendation to the City Council. The City Council will make a final decision as to whether to grant a reduction or waiver.

**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 5 - Contract Compliance Document**

*Note: Submission of the Contract Compliance Document and the company's EEO Policy will be required only upon contract award.*

**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 consultants, 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 consultants, 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 consultants, 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 consultants, 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 consultants, 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 consultants, 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 consultant, consultant, and vendor compliance during the course of the contract with the City.
5. All consultants, 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 consultants, consultants, and vendors must assure that their subconsultants 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 subconsultants 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 subconsultants, 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

consultant, 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**

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 consultant, consultant or vendor agrees as follows: (For the purposes of these minimum requirements, "consultant" shall include consultants and vendors)

1. The consultant 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 consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant; 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 6 – Company Information Sheet**

*Note: This form must be completed by an authorized representative of the vendor and must be included with the vendor’s submitted proposal.*

**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, 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.

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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

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 services as described in the proposal documents at the prices set forth within.

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

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

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

Name and Title of Representative: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

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

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

**Addenda Form**

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number

Date

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### **Section 7 – Sample Agreement for Professional Services**

This Agreement for Professional Services (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019 between \_\_\_\_\_ (“Consultant”), having an office at \_\_\_\_\_ and the City of Iowa City, IA (“Client”) having an office at 410 E. Washington St, Iowa City, IA 52240.

Whereas, the City issued a Request for Proposal #19-155 to evaluate potential Consultants for a 5-Year Consolidated Plan associated therewith.

Whereas, the City is updating the planning documents necessary to receive continued direct Entitlement Community assistance from the U. S. Department of Housing and Urban Development (HUD). The City of Iowa City receives and administers Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds.

Whereas, the City needs to complete an Annual Action Plan shall be in accordance with 24 CFR 91.220 and must be completed using HUD’s Consolidated Plan template (year 1) on IDIS.

Now Therefore, it is agreed by and between the parties hereto that the City does now contract with the Consultant to provide services as set forth herein.

#### **I. Scope of Services:**

Consultant agrees to perform the following services for the City, and to do so in a timely and satisfactory manner.

##### **Consolidated Plan and Citizen Participation Plan**

The consultant will collaborate with Iowa City’s Neighborhood Services staff in the identification, development, scheduling and implementation of activities designed to complete a HUD acceptable Consolidated Plan. Scope of work includes, but is not limited to the following:

##### ***1. Citizen Participation and Consultation:***

Develop a list of housing and community development stakeholders in the City. Provide meaningful involvement of groups listed in 24 CFR 91.100, including citizens, community-based organizations, businesses, elected officials, housing and service providers in the planning process and regular consultation with city staff. Develop a detailed citizen participation plan that complies with the City’s Citizen Participation Plan and federal requirements and includes consultation with:

- The Continuum of Care that serves the jurisdiction's geographic area;
- Public and private agencies that address housing, health, social services, employment, or education needs of low-income individuals and families, of homeless individuals and families, of youth, and/or of other persons with special needs;
- Publicly funded institutions and systems of care that may discharge persons into homelessness (such as health-care, mental health, foster care, and other youth facilities, in addition to corrections programs and institutions);
- Public and private organizations engaged in narrowing the digital divide, including broadband internet service providers; and
- Agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies.

## **2. *Executive Summary:***

A concise summary that includes the objectives and outcomes identified in the plan, the citizen participation process, public comments, efforts made to broaden public participation, and an evaluation of past performance.

## **3. *Housing and Homeless Needs Assessment:***

A summary of the City's estimated housing needs projected for the ensuing five-year period. At the minimum this section must satisfy the requirements of 24 CFR 91.205, which includes:

- Estimating the number and type of families in need of housing assistance;
- Summarizing housing problems of interest to HUD, including lead-based paint hazards and housing cost burden;
- Assessing disproportionate housing needs by race and ethnicity;
- Describing the nature and extent of homelessness using data from the Homeless Management Information System (HMIS) and the Point-In-Time (PIT) count;
- Describing the characteristics and needs of those housed but at risk of homelessness.
- Estimating persons having other special needs in need of supportive housing

## **4. *Housing Market Analysis:***

A description of the significant characteristics of the City's housing market. At a minimum, this section must satisfy the requirements of 24 CFR 91.210, which includes:

- Analyzing the supply, demand, and condition and cost of housing
- Estimating housing available for persons with disabilities or other special needs
- Estimating vacant or abandoned buildings and their suitability for rehabilitation
- Identifying areas with concentrations of racial/ethnic minorities and/or low-income families
- Analyzing the broadband needs of low- and moderate-income households
- Identifying the vulnerability of LMI households to increased natural hazard risks
- Describing publicly assisted housing units, their physical condition, their restoration needs, and the City's strategy to improve their management, operation, and living environment.
- Identifying facilities, housing, and services that meet the needs of homeless persons
- Identifying facilities, services, and programs assisting persons who require supportive housing, including those returning from institutions
- Identifying barriers to affordable housing affected by public policies

## **5. *Housing and Community Development Strategic Plan:***

A description of priorities for allocating funds geographically and among different needs, the City's rationale, obstacles to meeting underserved needs, priorities and objectives to be initiated during the planning period, how funding will address identified needs, and how these will affirmatively further fair housing. At the minimum, this section must satisfy the requirements of 24 CFR 91.215, which includes but is not limited to:

- Identifying and prioritizing affordable housing and homeless needs projects and activities, including the rationale behind them, and describing their proposed accomplishments.
- Identifying obstacles to meeting housing goals and objectives, and describing strategies for overcoming such obstacles.
- Describing how the City will address public housing needs and encourage resident involvement and homeownership.
- Identifying and prioritizing homeless needs, and describing strategies for reducing and ending homelessness through assessment, direct assistance, and assistance for those at risk.
- Assessing special needs for the non-homeless, including special housing or supportive service needs for the elderly, persons with physical, mental, or developmental disabilities, persons with alcohol or drug addiction, and persons with HIV/AIDS and their families.

- Identifying priority non-housing community development needs, including specific long-term and short-term objectives for public facilities and infrastructure improvement, accessibility issues, historic preservation, economic development, planning, public services, and other community development needs.
- Identifying geographic areas where targeted revitalization efforts are carried out through concentrated and coordinated activities.
- Identifying strategies to address overcrowding, concentration of racial/ethnic minorities, and avoid involuntary displacement of residents.
- Describing how the City will address negative public policy effects that act as barriers to affordable housing.
- Outlining actions to evaluate and reduce lead-based paint hazards.
- Summarizing goals, programs, and policies for reducing the number of poverty-level families and how affordable housing goals, programs, and policies will support these efforts.
- Summarizing the institutional structure the City will use to carry out its housing, homeless, and community development plan, and how the City will overcome any identified gaps in this structure.
- Summarizing activities to enhance coordination among the Continuum of Care, public and assisted housing providers, and health, mental health, and service agencies.
- Implementation of Housing & Community Development Strategy

***6. Identify Potential Funding Sources:***

Identify potential State and Federal grants and other available funding sources available to the City for housing-related and community development activities. Suggest financial terms for CDBG and HOME projects based on project type or related factors.

***7. City Responsibilities:***

The City of Iowa City will expect the consultant to have the capacity to exercise independent judgment and to perform those actions necessary to complete the Plan. While the consultant will be working under the general direction of the City, it should be understood the City has limited professional staff capacity to support the project and will rely on the personnel, experience and expertise of the consultant to ensure all necessary components of the process are completed in a timely manner. The City believes it can supply all reasonable clerical support, printing and copying services, A/V equipment and meeting location/scheduling services.

The City will provide copies of existing plans, data and documents including:

- Contact lists of local agencies, neighborhood organizations, special interest groups and others to be invited to participate in the process
- Copies of zoning, subdivision and related land use regulations
- Information and recommendations developed by the Housing and Community Development Commission or other Council appointed committees
- FY2016-2020 Consolidated Plan (a.k.a. CITY STEPS 2016-2020) and annual updates
- Affordable Housing Market Analysis, created December 2007 and updated January 2015
- Iowa City Housing Authority plans and reports
- Continuum of Care Reports
- Facilities, meeting rooms, photocopying, phone, office space, and related services
- Existing Citizen Participation Plan
- Analysis of Impediments of Fair Housing

***8. Deliverables:***

The Consultant shall complete the Consolidated Plan template on IDIS Online. Consultant shall provide

a resource summary to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the 5-Year Consolidated Plan/Citizen Participation Plan. The Consultant shall also provide all digital files used in the creation of the Consolidated Plan, including but not limited to Geographic Information Systems files and data, Microsoft Office documents and data, photographs, and other graphics. Report drafts shall be provided in digital format. No less than six (6) bound hard copies of the final report shall be provided. All reports and information related to the Consolidated Plan will be the property of the City.

The following is only applicable if the City contracts for the FY21 Annual Action Plan.

**FY21 Annual Action Plan (July 1, 2020 to June 30, 2021)**

The Annual Action Plan shall be in accordance with 24 CFR 91.220 and must be completed using HUD's Consolidated Plan template (year 1) on IDIS by May 5, 2020. The Annual Action Plan must include the following:

***I. Annual Action Plan:***

Describe and analyze objectives and outcomes in the plan, past performance, citizen participation and consultation (including efforts to broaden public participation), and any comments or views (including if any were not accepted and why). At the minimum this section must satisfy the requirements of 24 CFR 91.220, which includes for the upcoming plan year:

- Summarizing expected federal resources
- Indicating other expected resources to address needs identified in the plan.
- Summarizing the objectives that the City expects to achieve
- Describing activities and outcome measures that will address priority needs and objectives
- Describing geographic areas to which the City will direct assistance
- Describing affordable housing goals for specific subpopulations and for units produced, rehabilitated, acquired, and/or receiving rental assistance
- Describing actions to address public housing needs and encourage resident involvement and homeownership.
- Describing goals and actions to reduce and end homelessness
- Describing activities to address identified housing and supportive service needs for persons with special needs.
- Describing actions to address public policies that serve as barriers to affordable housing.
- Describing actions to affirmatively further fair housing by addressing identified goals
- Describing actions to address obstacles to meeting underserved needs, foster affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination
- Addressing program-specific requirements for the CDBG and HOME programs.

**II. Compensation**

**A. Project Milestones and Payment Schedule:**

The following tables provide the required deliverables, goal dates, and payment schedules. In order for the Consultant to receive payment, the City must receive an invoice for the milestone that has been met and the City must provide the Consultant with written approval of all submitted documents.

**FY19**

<b>Percent of Payment</b>	<b>Deliverable</b>	<b>Goal Date</b>
20%	Draft of Needs Assessment	April 22, 2019
20%	Draft of Market Analysis	May 20, 2019
10%	Draft of public participation process (includes initial comments write-up)	June 17, 2019

The following is only applicable if the City contracts for the FY21 Annual Action Plan.

**FY20**

<b>Percent of Payment</b>	<b>Deliverable</b>	<b>Goal Date</b>
25% (20% if AAP added)	Draft of Strategic Plan	Sept. 2, 2019
25% (20% if AAP added)	Completed Document (with Executive Summary)	Nov. 15, 2019
10% (if added)	Completed Annual Action Plan	March 2, 2020

The services will be performed on an hourly basis as set forth in Attachment A, which is attached and incorporated herein. The services will be performed for a not-to-exceed fee of \$\_\_\_\_\_, including reimbursable expenses that are set forth in Attachment A.

**B. Invoices:**

The City shall pay each invoice within thirty (30) days of receipt. However, if the City objects to all or any portion of any invoice, the City shall so notify Consultant within fifteen (15) days from receipt, give reasons for the objection, and pay that portion of the invoice not in dispute within thirty (30) days of receipt of the invoice. Unless otherwise directed in writing, all invoices shall be submitted for payment to the following address:

Purchasing Division  
City of Iowa City  
410 East Washington St.  
Iowa City, Iowa 52240

**III. General Terms**

- A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.
1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
  2. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
- B. Should the City terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. However, such sums shall not be greater than the "lump sum" amount of XXXXXXXX. The City may terminate this Agreement upon seven (7) calendar

days' written notice to the Consultant.

- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be made without the written consent of all Parties to said Agreement.
- D. It is understood and agreed that the retention of the Consultant by the City for the purpose of the Project shall be as an independent consultant and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.
- E. It is agreed by the City that all records and files pertaining to information needed by the Consultant for the project shall be available by said City upon reasonable request to the Consultant. The City agrees to furnish all reasonable assistance in the use of these records and files.
- F. It is further agreed that no Party to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Iowa City, Iowa.
- G. At the request of the City, the Consultant shall attend meetings of the City Council relative to the work set forth in this Agreement. Any requests made by the City shall be given with reasonable notice to the Consultant to assure attendance.
- H. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the City, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultant shall not be liable for the City's use of such documents on other projects.
- I. The City agrees to tender the Consultant all fees in a timely manner, excepting, however, that failure of the Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for the City to withhold payment of the amount sufficient to properly complete the Project in accordance with this Agreement.
- J. Should any section of this Agreement be found invalid, it is agreed that the remaining portion shall be deemed severable from the invalid portion and continue in full force and effect.
- K. Fees paid for securing approval of authorities having jurisdiction over the Project will be paid by the City.
- L. Upon signing this agreement, Consultant acknowledged 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.
- M. The Consultant agrees at all times material to this Agreement to have and maintain professional liability insurance covering the Consultant's liability for the Consultant's negligent acts, errors and omissions to the City in the sum of \$1,000,000.
- N. No Modifications to the Scope of Services or other contract terms can be made without the written consent of both parties. For purposes of this clause, e-mail is to be considered a writing. Authority to approve changes from the City side is vested solely with the City Manager, unless the City Manager delegates that authority to another named City employee in writing.

- O. Consultant agrees to release, indemnify and hold the City, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, the City by reason of any loss or damage to any property or injury to or death of any the person arising out of or by reason of any breach, violation or non-performance by the Consultant or its servants, employees or agents of any covenant or condition of this Agreement or by any act or failure to act of those persons.

**IV. Miscellaneous**

- A. It is further agreed that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, that it is the entire Agreement, and that no other monies or considerations have been solicited.
- B. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa. Any legal proceeding instituted with respect to this Agreement shall be brought in a court of competent jurisdiction in Johnson County, Iowa. The parties hereto hereby submit to personal jurisdiction therein and irrevocably waive any objection as to venue therein, including any argument that such proceeding has been brought in an inconvenient forum.
- C. Consultant agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) found in Attachment B, which is attached and incorporated herein.

For The City

For The Consultant

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

ATTEST: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

# Special Conditions Exhibit B

## Supplement for all CDBG/HOME Contracts and Agreements

City of Iowa City is referred to as "recipient" below and \_\_\_\_\_ as "contractor and subcontractor." \_\_\_\_\_ and \_\_\_\_\_ agree to abide by the following provisions, as applicable:

### 1) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

Contracts and subgrants of amounts in excess of \$100,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

### 2) Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)

Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### 3) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that

each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

**4) Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a-5)**

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 276a to 276a-5) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

**5) Debarment and Suspension (E.O.s 12549 and 12689)**

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**6) Drug-Free Workplace Requirements**

The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

**7) Equal Employment Opportunity**

Contractor shall comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

During the performance of the contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of the non-discrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the property Owner, advising the labor union of workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 amended as of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or the Secretary of Housing and Urban Development, pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the City, the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally funded constructed contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition to the federal EEO requirements above, Contractor agrees that its employees and agents 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.

#### **8) Lobbying and Influencing Federal Employees**

i. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

#### **9) Nonsegregated Facilities**

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

#### **10) Section 3 of the Housing and Urban Development Act of 1968**

Contractor agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### **11) Women and Minority Owned Business Enterprises**

Contractor shall use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

#### **12) Federal Labor Provisions**

##### **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and

its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 12150140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective

employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman "s hourly rate) specified in the contractor's or subcontractor "s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards. **(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

### **13) Access and Maintenance of Records**

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Department of Economic Development, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

### **14) Civil Rights Provisions**

As applicable, the Subcontractor agrees to comply with:

a. Title VI of the Civil Rights Act of 1964 as amended Title VI, codified at 42 U.S.C. § 2000d, prohibits racial discrimination by recipients of federal funds as follows: No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

b. Title VIII of the Civil Rights Act of 1968 as amended Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Act of 1988, which is codified at 42 U.S.C. § 3604, prohibits discriminating against persons in the sale or rent of a dwelling based on disability. Discrimination includes a refusal to make reasonable accommodations in rules and policies, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

**Iowa Civil Rights Act of 1965:** The Iowa Civil Rights Act prohibits discrimination in employment based on positive HIV tests or on AIDS or the symptoms of AIDS and on the basis of pregnancy, childbirth, and related conditions. Also prohibited is employment discrimination based on age, race, creed, color, sex, national origin, religion, and disability. The Iowa Civil Rights Act is administered and enforced by the Iowa Civil Rights Commission (ICRC).

c. Section 109 of Title I of the Housing and Community Development Act of 1974 as amended

Section 109 is codified at 42 USC 5309 and provides that no person shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG and/or HOME funds.

d. Americans with Disabilities Act of 1990 as amended

The Americans with Disabilities Act of 1990, as amended, prohibits private employers, state and local governments, employment agencies and labor unions from discriminating against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment. The ADA covers employers with 15 or more employees, including state and local governments.

e. Section 504 of the 1973 Rehabilitation Act

The Subcontractor agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Contractor shall provide the Subcontractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

f. Age Discrimination Act of 1975

This prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

g. Executive Order 11063

This Executive Order signed by President Kennedy "prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds."

**15) Prevailing Wage – See insert if applicable.**