

Date: June 21, 2018

Request for Proposal: #19-37, Elevator Maintenance Service Contract

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

Address Proposal to:

**Attn: City Clerk's Office
City of Iowa City
410 E. Washington Street, Room 140
Iowa City, Iowa 52240-1826**



CITY OF IOWA CITY

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

Proposals shall be in a **sealed envelope or container** and clearly marked on the front "**Request for Proposal for Elevator Maintenance Service Contract #19-37.**"

Faxed and E-mailed Proposals will not be accepted.

Questions: All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative. In order to receive a response, they must be in written form and be submitted via e-mail no later than **July 5, 2018, noon.**

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

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

Proposals are due no later than: 2:30 p.m., July 12, 2018 in the City Clerk's office. Proposers shall submit four (4) copies of their proposal.

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

All times and dates are Central Standard Time.

Insurance: Insurance is required for this contract, as specified in Section Four B

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

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

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

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Section One – Submittal Package Checklist

Review the following checklist to make sure the contents listed below are included in all four (4) copies of your company's proposal.

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

Item A - Title Page

Provide the title of the Proposal being submitted, the Request for Proposal number, submittal date, and the name and logo of the company or companies submitting the Proposal.

Item B - Cover Letter

Each proposer is to include with its Proposal a cover letter on the Proposer's letterhead stating the Proposer has read, understands and agrees with all terms and conditions, and acknowledges any addendums as laid out in this Request for Proposal. The cover letter must also certify that the financial details in your Proposal will remain valid until 90 days from the date of Proposal submission.

Item C - Company History/Executive Summary

This should describe the capability of your company to perform the specific tasks outlined in this Request for Proposal within the specified timeframe. Proposer should provide a complete description of the years of experience and qualifications to provide elevator maintenance service.

Item D - Completed Cost Summary

The form provided in Section Six must be used; substitute forms will not be accepted. The City is not responsible for the vendor's failure to provide information and pricing on required items. In this instance the prices submitted will prevail as the proposal price for all required equipment, materials, labor, mileage and travel.

Item E - References

A list of three (3) previous clients of similar size, service area, and nature, with whom the respondent has provided similar services. Include the name of the company or agency, address, the name, title and phone number of each contact person.

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

Item F - Wage Theft Policy

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

Item G - Liens

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

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

Concise Proposals: The City of Iowa City discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The City of Iowa City's interest is in the quality and responsiveness of the proposal.

Section Two – Specific Conditions and Instructions to this Proposal

A. Scope of Work

The City of Iowa City is seeking contract pricing from qualified vendors to provide elevator maintenance and/or service in accordance with the terms, conditions and specifications contained in this Request for Proposal.

For this contract the regular work hours will be between the working hours of Monday through Friday, 8:00 a.m. to 5:00 p.m.

Any required maintenance or repair other than Monday through Friday, 8:00 a.m. to 5:00 p.m. is addressed in this Request for Proposal.

B. Site Visit

It is highly recommended that all vendors attend the Pre-Submission Conference in order to visit with City staff to learn the specific requirements and expectations for the elevator maintenance contract, and ask any questions that relate to the Request for Proposal. The conference will be held June 28, 2018 beginning at 9:00 a.m. at City Hall Helling Conference Room, 410 E Washington St, Iowa City, Iowa 52240.

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

C. Period for Contract

The initial contract shall commence on September 1, 2018 and end on August 31, 2021. No price escalation will be allowed during the initial term of the contract.

The City may elect to extend this contract for one (1) additional three (3) year term. Extension of the contract after the initial term is at the discretion of the City.

Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Agent ninety (90) calendar days prior to the contract start date. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract.

Formal contract renewal will be issued, in writing, thirty (30) calendar days prior to expiration date of the current term.

D. Additional Services

The City may require the addition of services from the Contractor as the requirements of the City change. This may entail additional facility areas and/or additional services required at contracted facilities. The Contractor shall provide the City with a cost for these additional services based upon the cost structure utilized in establishing the cost for the areas that were initially contracted.

If the cost offered is not acceptable to the City, the City reserves the right to procure the services from other vendors.

E. Deletion of Services

The City reserves the right to delete any portion of this contract at any time without cause. If such right is exercised, the contract shall be reduced by the amount established for that service at the point where the elevator has been deleted from the contract.

F. Competency of Proposers

Proposals shall be considered only from firms that have been continuously engaged in providing goods and services similar to those specified herein for a period of at least **five (5) years** and to at least **three (3) clients** similar in size to

the City of Iowa City. In addition, firms considered must be presently engaged in the provision of these services. It may be necessary to produce evidence the firm has established a satisfactory record of performance for this period of time.

G. Proposal Requirements

1. All proposers must be capable of performing the services specified in this Request for Proposal. Before the award of this contract, any proposer may be required to show that they have the necessary equipment, experience, ability, and financial resources to perform the work within the time stipulated in a manner that is acceptable to the City.
2. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal implies acceptance of the terms and conditions herein, unless otherwise stated.
3. The format of the proposer's proposal must be consistent with the format of the specifications listed.
4. The proposer is responsible for all costs related to the preparation of their proposal.
5. Any costs associated with elevator maintenance not specifically set forth in this Request for Proposal will be the responsibility of the Awarded Contractor, and will be deemed included in the fees and charges bid herein.
6. Proposed pricing shall specify Free On-Board destination and include all delivery and shipping costs.
7. Responses may be rejected if the vendor fails to perform any of the following:
 - a. To adhere to one or more of the provisions established in this Request for Proposal
 - b. To demonstrate competence, experience, and ability to provide the equipment and services described in this Request for Proposal
 - c. To submit a response on or before the deadline and complete all required forms
 - d. To respond to a written request for clarification or additional information

H. Pricing Requirements

It is the intent of this service agreement to provide all the necessary maintenance and emergency call back. The proposer will quote a firm, fixed cost for each location listed in Section V. Detailed Specifications. Pricing shall include all costs associated with the elevator maintenance and repair including labor, equipment, management, etc. There will be no travel time, mobilization, or fuel surcharges, or time allowed/charged for the service tickets to be signed, etc., added to any invoice.

The proposer will provide a percentage mark-up from the purchase price paid by the Contractor on all parts and materials used for maintenance and repair. This percentage mark-up must be submitted with the vendor's proposal.

I. Warranty of Maintenance Requirements

The locations and services listed herein are estimates of maintenance/service requirements and may be used by the vendor as a guide. They will also be used for evaluation purposes. However, no warranty or guarantee of maintenance/service is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

J. Service Test Period

Prior to awarding this contract, the City may require a test period to determine if the Contractor can perform in accordance with the requirements of the contract and to the City's satisfaction. Such period can be from 30 to 150 days and will be conducted under all terms, conditions and specifications contained in this Request for Proposal. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the

City's decision to continue with the Contractor or to select another one. If a service test period is required and successfully completed, the number of days of such test period shall be considered part of the first year of the contract.

K. Contract Award

1. The vendor's proposal must be complete to be considered for award. All submitted proposals must meet the requirements of this Request for Proposal. The City reserves the right to disqualify incomplete proposals.
2. The Contractor shall not subcontract any part of this contract without the prior written approval of the City. All sub-contractors working on this contract must be employed by and responsible to the Awarded Contractor. The Contractor will be responsible for ensuring that all subcontractors working on this contract comply and meet all educational and licensing requirements referenced in the Request for Proposal.
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 vendor to the terms and conditions of the Request for Proposal.
4. It is the City's intent to make an award within thirty (30) working days of the proposal due date.
5. Award, if made, will be in accordance with the terms and conditions herein.
6. Award, if made, will be in the form of a Purchase Order.
7. Any change to the contract must be approved in writing by the Purchasing Agent and the Contractor.
8. The City of Iowa City may choose to award this contract separately or combine bids when in the best interest of the City.
9. Consideration may be given to, but not limited to, responsiveness to this Request for Proposal, proposed pricing, material/parts mark-ups, company experience, references, past experience with the City.
10. Awarded Contractor will be given the City's contract compliance document to complete and return before a purchase order is issued.
11. Awarded Contractor will be required to submit a current certificate of insurance before a purchase order is issued. The certificate of insurance shall include the following items:
 - The City of Iowa City will be named as additional insured
 - Project bid number and project title as the description
 - Insurance carriers will be rated as A or better by A.M. Best
12. Awarded Contractor will receive the building contact information for each elevator location. Each building contact should be contacted before performing preventative maintenance to receive an update on the performance of the elevator since the last preventative maintenance visit.

L. Evaluation process

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

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions, proposed pricing, references and experience, and overall responsiveness to the Request for Proposal.

“Vendor 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>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
1. Pricing	40
2. Customer Satisfaction/References/Experience/Previous Experience with the City	40
3. Responsiveness to this Request for Proposal	<u>20</u>
Total	100

M. Specific Conditions and Instructions

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

Section Three – Elevator Service Contract Requirements

A. Scope of the Contract

The Contractor will be responsible for providing elevator maintenance for the elevator equipment listed in Section V. Detailed Specifications. The Contractor will be responsible for scheduled maintenance and routine repairs. In addition, the Contractor will be required to perform safety and pressure tests, per the requirements of ASME A17.1 and A17.3 as adopted by the State of Iowa and follow all city, state and federal regulations as required by law including, but not limited to the monthly, yearly and 5-year tests.

B. Performance

It is the intention of the City to obtain the products and/or services as specified herein from a source of supply that will give prompt and convenient service. The Contractor must be able to perform as described in this Request for Proposal. Any failure of the Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products and/or services from other sources, when necessary, should the Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

C. Scheduling Preventative Maintenance and Required Tests

The service technician is responsible for contacting each City representative for the respective elevator to arrange all preventative maintenance visits and required tests. The Purchasing Division will provide the Contractor with a list of City representatives and phone numbers for each elevator requiring service under this contract. If the phone numbers of City representative changes, the Purchasing Division will contact the vendor with updated information.

D. Contractor and Contractor's Employees

The Contractor and service technician shall be licensed by the State of Iowa, as required by the Elevator and Escalator Certification Act. The Contractor shall use only Journeyman Elevator Mechanics, trained in maintaining the makes and models of the elevators to be maintained, supervised and directly employed by the Contractor and shall use reasonable care to see that the equipment is maintained as set forth herein.

Any person providing services to City facilities must be identifiable by uniform, proper identification and a marked vehicle. The Contractor shall only furnish employees who are competent and skilled for work under this contract. The Contractor shall agree to provide only personnel that are factory trained or a graduate of a credited maintenance school.

If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. The City reserves the right to terminate the contract immediately under these circumstances.

E. Regulatory Agency Compliance

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety and Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Iowa City expects that the Contractor will offer expertise on conformance of regulations applying to the products they sell. Failure to assist the City of Iowa City in this area or comply with the laws and regulations referenced herein will be just cause for termination.

F. Safety

The Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, equipment and furnishings shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved City methods so as to restore the damaged areas to their original condition at the expense of the Contractor. The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

G. Safety Equipment

The Contractor certifies that all items or service delivered herein comply with all ANSI Standards and with the Federal Occupational Safety and Health Act of 1970, as applicable.

H. Tools and Equipment

The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools and all other items necessary for and incidental to executing and completing all required work. Contractor shall provide all required tools, equipment, consumable products and testing instruments needed for the job.

The contractor shall own and maintain a sufficient amount of replacement parts by the original manufacturer, or approved equal, to maintain the equipment in a first class and safe operating condition. These parts shall be made available to the City for inspection if so requested.

The Contractor shall use a well-stocked service truck for all service calls. The City will not be responsible for travel (fuel and work time, etc.) for the Contractor to acquire materials required to repair or maintain elevators.

The Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for any microprocessor, or electrical/electronic controller or switching component equipment used in the elevator system.

The Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.

The Contractor's service technicians shall carry diagnostic equipment to analyze programming and microprocessor functions and malfunctions.

All diagnostic equipment, microprocessor printed circuit boards, solid-state circuitry parts and reprogramming capabilities shall be of the original manufacturer's parts only.

I. Contractor Safety

Contractors and Subcontractors performing construction, renovation, demolition, installation, maintenance or repair operations in or on City of Iowa City Water Treatment Facility property are responsible for ensuring that all of their employees, including subcontractor employees, attend and pass the *Contractor Orientation Program* prior to starting work.

The purpose of the *Contractor Orientation Program* is to orient the contractor's staff of on-site safety concerns during construction projects and to comply with Occupational Safety and Health Administration regulation 29 CFR 1926 Subpart-C. This orientation program has been developed regarding operational and safety issues specifically at the City of Iowa City Treatment Facility and Collection system.

This site-specific *Contractor Orientation Program* is a computer-based training program that is presented and administered by Gatefeed (www.gatefeed.com). Contact Gatefeed how to register by calling (312)0467-9884, option #1 or email them support@gatefeed.com and mentioning that this is for the City of Iowa City Water Treatment Facility.

The fee for the *Contractor Orientation Program* is **\$25 per person**. Gatefeed will accept Visa, Mastercard and American Express for payment

J. Permits/Licenses

Contractor is responsible for acquiring and paying for all permits and/or licenses to perform the duties of this contract.

K. Surcharges, Service, Travel Time and Material Fees

As previously stated, all fees required to perform the services for elevator maintenance and repair under this contract must be included in the vendor's proposal. The vendor will be required to submit with their proposal, a percentage discount for parts or materials from the purchase price paid by the Contractor used to complete maintenance or repair visits. No additional fees shall be added to invoices after maintenance or repair is complete. The Contractor's failure to submit such pricing with their submitted proposal will be the responsibility of the Contractor, once this contract commences.

All travel time required to fulfill this contract will not be an additional charge to the City. The Contractor must include travel time and mileage in the hourly rate stated on the Cost Summary sheet (Section Six.). The City will not be responsible for any travel time charges related to traveling to a jobsite or from a jobsite for either regular business hours or overtime charges. All fees required to perform this contract must be included in the hourly rates listed in Section Six Cost Summary.

If a City facility is covered by a complete maintenance agreement under this contract, the City will not be responsible for the cost(s) to supply materials/parts for preventative maintenance and service calls.

The Contractor will not charge the City any travel time, mileage or labor costs associated with securing the signature of the designated City representative for service tickets.

Upon receipt of invoice the City of Iowa City reserves the right to perform an audit on all costs charged for parts and materials by the Contractor; if required the Contractor must provide documentation of the actual costs paid by the Contractor for parts and materials at the time of billing.

L. Quality Assurance

Contractor agrees that it shall perform all said work and supply necessary materials to the entire satisfaction of the City of Iowa City. All materials or parts used in complying with this contract are to be equal to or better than the original equipment and non-proprietary in nature. All material used and/or labor performed shall be subject to the inspection and approval or rejection of the City of Iowa City.

The Contractor, at its expense and at the appropriate time and not during the routine service, shall complete all test procedures that will be due as described in Section X, ANSI A17.1 current edition. Tests to be included are an Annual Test, a Five (5) Year Load Test, and a monthly test of any Fire Service features. Copies of all tests performed shall be forwarded to any regulatory agency that may have jurisdiction. A copy of all safety tests shall be submitted to Purchasing. Documentation of the Fire Service tests shall be maintained in each machine room location. All in-car communication devices shall be tested *monthly*, including telephones, intercoms, and alarm bells.

M. Service

Contractor agrees to maintain the minimum performance requirements of each elevator as described by the original manufacturer installation instructions.

1. General Conditions of Service – All Units
 - a. The City is to provide the Contractor with full and free access to the equipment to render service thereon.

- b. Perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes. Check the operating system for each unit or group of units continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.
 - c. Contractor shall conduct periodic evaluations of equipment performance, including car speed, door operations, riding quality and car leveling. Following such evaluation, the Contractor shall perform adjustments, repairs and replacements required to maintain manufacturer's operating performance. A copy of evaluations will be left with designated city personnel and reviewed on request.
 - d. The Contractor shall be required to make all tests specified by governing code and ordinances, but shall not be required to install new devices on the equipment, which may be recommended or directed by insurance companies, federal, state, municipal, or other authorities, to make changes or modifications in design, to make any replacements with parts of a different design, to make any replacements with parts of a different design, or to perform cleaning of cab interior and exposed sills.
2. Minimum Time Requirements:
- a. It is understood that each elevator in this Agreement will have significantly different preventative maintenance and cleaning time requirements. The frequency of service and the amount of time to be spent servicing and maintaining a unit shall be the Contractor's scheduling responsibility. However, a MINIMUM of one (1) hour at the job-site is required per each preventative maintenance visit per elevator, shall be required as a condition of this Contract.
 - b. Callbacks, repairs, and tests that may be required during the course of a month shall not be considered as part of the minimum maintenance time requirements. It shall be the Contractor's responsibility to schedule as much *additional time* as may be necessary to maintain each individual elevator at peak operating efficiency and to keep all equipment clean and properly lubricated. The Contractor's ability to fulfill its contractual obligations shall be in part based on the satisfactory performance of the various elevators contained within this Contract. Any tests shall not be scheduled within the same day of a Preventative Maintenance visit.
 - c. Response time for Non-Emergency Call: Contractor shall respond to a service call by having a mechanic on the premises within two (2) hours, unless City Representative makes other arrangements, of any trouble call by the owner's representative.
 - d. Response time for Emergency Call: In the event of an "occupied" condition or if an unsafe condition exists, Contractor shall make every effort possible to respond immediately to said emergency call.

N. Equipment

Contract Coverage: Personnel directly employed, supervised, and trained by the Contractor, shall regularly and systematically examine, adjust, lubricate, clean, and when conditions warrant, repair or replace the following equipment as necessary:

- a. **Machines**, geared or gearless, motors, generators, exciters, armatures, coils, windings, bearings, brushes, brush holders, support stand bearings, brake coils, cores, sleeves, pins, brake shoes, couplings, shafts, keyways, worm gears, drive gears, thrust bearings, journal bearings, packings, gaskets, drive sheaves, hoist ropes, governor ropes, deflector sheaves, governors, tension sheaves, bearings, shafts, safety mechanisms for car and counterweights, car and counterweight buffers, load weighting equipment, selector chains, tapes, cables and sheaves, pumps, motors, bearings, valves, internal pump and valve parts, solenoids, coils, tanks, tank heaters, belts, seals, mufflers, silencers, exposed oil lines, fittings, gaskets, hydraulic fluid, shut off valves, packings, oil return systems, vibration dampeners;
- b. **Controllers**, their wiring, relays, contactors, contacts, timers, selectors, selector chains and cables, dispatch panels, transformers, resistors, solid state controls, printed circuit boards, solid state drives, micro-processors, circuit memory, programs, chips;

- c. **Car Door Operator Equipment**, including motors, wiring, adjustment mechanisms, electric switches, resistors, cams, gears, bearings, belts, chins, cables, linkage, clutch, hanger tracks, hangers, hanger rollers, gibs, closures, safety edges, photo eyes, sensing devices, door contacts;
- d. **Hoistway Door Equipment**, including motors, wiring, adjustment mechanisms, electric switches, resistors, cams, gears bearings, belts, chains, cables, linkage, hanger tracks, hangers, hanger rollers, pick-up devices, pick-up rollers, gibs, shoes, closures, straps, safety edges, door contacts, locks;
- e. **Car Equipment**, including push button fixtures, indicator bulbs, car position and direction indicators, fans, blowers, emergency telephone and lighting systems, bells, handicap signaling devices, car top operating stations, escape hatch switches, safety operated switches, roller guides, slide guides, gibs, shoes and liners;
- f. **Hoistway Equipment**, including limit switches, leveling proximity switches, slowdown switches, zone switches, access switches, stop switches, traveling cables, compensating cables or chains, and any other parts or equipment pertinent to the operation of these transportation devices.

Replacement Parts: The Contractor shall maintain on location, and within its office, an adequate inventory of replacement parts suitable for maintaining the various types of transportation equipment contained within the Contract. These parts shall include everyday dispensable parts as well as controller and other equipment parts, which are subject to frequent need of replacement.

The Contractor will be responsible for cleaning and/or disposing of any material used during the service visit.

O. **Service Ticket**

A written ticket shall be furnished to the City's representative after each examination, emergency service, or test. The ticket shall clearly indicate what type of service was provided, elevator location, the service technician's complete name, time of arrival and departure, and any materials/parts used. The Contractor shall ensure that an authorized City's representative signs the ticket immediately after the work is done when routine services are performed and the next business day when emergency services are required. This will serve as documentation to the City that the service issue has been resolved and that the elevator is operationally safe.

The Contractor will not charge the City costs associated with securing the signature by a designated City representative.

P. **Performance Satisfaction and Business Hours**

1. Contractor agrees that it shall perform all said work and supply necessary materials to the entire satisfaction of the City of Iowa City. All materials or parts used in complying with this contract are to be equal to or better than the original equipment. All material used and or labor performed shall be subject to the inspection and approval or rejection of the City of Iowa City.
2. Material Warranty: Parts furnished under the contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. **Used, Shopworn, Demonstrator, Prototype, reconditioned or discontinued models or materials are not acceptable.** The warranty period for Contractor provided materials and labor shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by the City of Iowa City. The warranty includes no expense to the City any or all labor, transportation, part or parts of the equipment or materials to be furnished under this contract. Contractor shall provide the authorized City of Iowa City representative with all manufacturer's warranty documents upon completion of installation and prior to leaving the job site.
3. The Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation, and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

4. The City hereby reserves the right to decide all questions arising as to the proper performance of said work, and as to the quality of all the materials used. In the event that the City shall determine that the work is not being performed in accordance with the terms of this contract, or, if the work be wholly, or in part, negligently, or improperly performed, then written notice of such defect or defects shall be given to the Contractor giving the Contractor seven (7) calendar days to resolve the issue(s). In the event the Contractor fails to correct the noted items within the allowed time, the City of Iowa City shall have the right to terminate this Agreement by giving the Contractor an additional seven (7) calendar days written notice. Notwithstanding this right, the City of Iowa City remains obligated to pay all previously outstanding balances owed the Contractor.
5. Contractor must be available 24 hours a day, 7 days a week to provide service.
6. Contractor will take necessary action(s) to resolve any problems within 24 hours.
7. The City of Iowa City may, at any time and at the City's expense, call for an independent elevator consulting firm to evaluate the Contractor's performance within the scope of this contract.

If it is found that the Contractor is not complying with the terms of this Agreement, a detailed report shall be submitted to the Contractor outlining the specific requirements and a maximum period of seven (7) calendar days shall be allowed for the Contractor to correct the corresponding non-compliance.

In the event the Contractor fails to correct the noted items within the allowed time, the City of Iowa City shall have the right to terminate this Agreement by giving the Contractor an additional seven (7) calendar days written notice. Notwithstanding this right, the City of Iowa City remains obligated to pay all previously outstanding balances owed the Contractor.

8. In the event that such defect or defects are not remedied from date notice is given, the City may at its option declare this contract as default. Either as to the work performed and declared to be defective or as to the entire contract. In the event the City should declare the Contractor to be in default only as to the work performed and declared defective, then the City may re-let any such portion and the costs incurred in consequence of such default may be applied in payment of any money due and owing to the Contractor. If there shall not be a sufficient sum due from the City, then in such case, the cost incurred shall be a just claim against the Contractor and shall be recovered in the county of Johnson, State of Iowa.
9. In the event that a default is declared as to the work performed and declared defective, it is agreed and understood that such declaration of default shall not in any way relieve the Contractor from liability for non-performance of the convenience and the agreements of this contract, but shall be and remain valid and binding obligations against the Contractor. As to the work not declared to be in default, Contractor agrees to complete the same under the terms of this contract.

Q. Liquidated Damages

1. Basis for Liquidated Damages:
 - a. The City and Proposer recognize that time is of the essence and that the City will suffer financial loss if elevator service and repair is not completed within fourteen (14) days, as a result of short-term and long-term loss of revenue caused by the public's inability to use the elevators in these public facilities.
 - b. The City and Proposer recognize and agree that the delays, expense and difficulties involved in proving and litigating the actual loss suffered by the City if the service and repair is not completed as scheduled is substantial and burdensome for both parties.
 - c. Accordingly, instead of requiring such proof, it is intended that the Agreement between the City and Proposer shall include provisions for Liquidated Damages to be paid for non-completion of the service or repair in a timely manner, but not as a penalty, in accordance with the provisions outlined below.
2. Terms of Liquidated Damages:

- a. Liquidated Damages in an amount specified in subsection c. below will be withheld from payment from the City to Proposer for each calendar day, or portion of a day, that passes after fourteen (14) days following the City's call for service or scheduled maintenance without the service or repair being completed.
- b. If Proposer abandons the service or repair, or the contract, by words or action, Liquidated Damages in the amount described in subsection c. will be paid per day by Proposer to the City for each day, or portion of a day, that passes after fourteen (14) days following the City's call for service or scheduled maintenance without the service or repair being completed until the project is completed by the City or the Contractor selected by the City to replace Proposer.
- c. \$100 per day: Library, Senior Center, Recreation Center, and all parking facilities
\$50 per day: All other elevators.

R. Payment of Services Performed

1. Detailed invoices for payment will be submitted on a contract schedule (monthly, bi-monthly, quarterly) in arrears.
2. 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.
3. Following acceptance of the services performed, the Contractor's adherence to the terms and conditions of this contract, and each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before the City will pay any invoice, the invoice must first include a complete description of the services performed, the elevator serviced, service technician's complete name, number of hours worked, hourly rate, and any materials/parts used, and any other pertinent information. **For prompt payment, the invoices should be e-mailed to:**

june-nasby@iowa-city.org

if e-mailing is not available, the invoices should be mailed to:

City of Iowa City
Attn: Purchasing
410 E Washington St
Iowa City, IA 52240

4. Consideration for withholding payment shall include faulty materials, or workmanship, 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.
5. 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.

Contractors shall bill the City Accounting Division, including tax, for contracts pertaining to the alteration, construction or repair of real property. The Contractor shall provide the necessary Iowa Department of Revenue Contractor's Statement (one contractor's statement for each subcontractor). The Accounting Division shall then contact the State of Iowa for tax reimbursement.

Contractors and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

If a contractor, subcontractor, or builder is to use building materials, supplies, and equipment in the performance of a construction contract with a designated exempt entity, the person shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer.

Section Four – General Conditions and Instructions to Proposers

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

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

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

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

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

A. Conditions for Proposing

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

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

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

2. Completeness/Authorization of Proposal. Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. Addressing of Proposal. Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office
City of Iowa City
410 East Washington Street, Room 140
Iowa City, Iowa 52240-1826

4. Proposal Deadline. Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on

the Request for Proposal will not be opened and will not be considered for award.

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

5. Receipt of Proposals. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.
6. Proposals Binding 120 Days. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. Trade Secrets or Proprietary Information. Responses to this Request for Proposal become the exclusive property of the City of Iowa City. All documents submitted in response to this Request for Proposal may be regarded as public records and may be subject to disclosure. Protection from disclosure may apply to those elements in each submittal which are marked as "Trade Secret", "Confidential", or "Proprietary". During the course of the submittal evaluation process or the course of the project, City of Iowa City will accept materials clearly and prominently labeled "Trade Secret", "Confidential", or "Proprietary" by the respondent or other submitting party. The City of Iowa City will not advise as to the nature of the content of the documents entitled to protection to disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret", "Confidential", or "Proprietary" as it determines to be appropriate. Respondents which indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be deemed non-responsive. The City of Iowa City will endeavor to advise the Respondent of any request for the disclosure of the material so marked with "Trade Secret", "Confidential", or "Proprietary", and give the proposer or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested material, the proposer shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the proposer of the request for disclosure, and the City of Iowa City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City of Iowa City or their officers, employees, consultants, or subconsultants.
8. Multiple Proposals. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. Competency of Proposer. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. Collusive Proposing. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. Officers not to Benefit. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5

12. Equal Employment Opportunity. All Proposers are subject to and must comply with the provisions of the City's Equal Employment Opportunity policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors, vendors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.

13. Wage Theft. All City contractors with contracts of \$25,000 or more must abide by the requirements of the City's Wage Theft Policy. Pursuant to the Wage Theft Policy, the City will not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt.
 The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

B. Insurance

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

b. Minimum Coverage

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

Insurance Requirements

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

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

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

When Additionally Required:

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

C. Specifications

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

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

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

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

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

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

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

D. Selection of Firm

1. **Rejection of Proposals.** The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. **Selection.** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with

the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:

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

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

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

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

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

E. General Contract Provisions

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

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

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

9. Delivery Failures. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.

10. Force Majeure. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
11. Indemnity. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

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

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

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyright or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
 - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.
12. Anti-Discrimination. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.
 13. Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this proposal, including but not limited to any resulting Contract, without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this proposal or any resulting Contract shall be brought and maintained solely in Johnson County District Court for the State of Iowa, Iowa City, Iowa, or in the United States District Court for the Southern District of Iowa, Davenport Division, Davenport, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability in State or Federal court, which may be available to the City of Iowa City.

F. Payment Provisions

1. Payment Terms. Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.

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

Section Five - Detailed Specifications

A. Elevator Locations

The following City of Iowa City elevators are included in this contract:

- a. Two (2) 2012 Motion Control Engineering (MCE) traction passenger duplex elevators, serves 6 floors, located in the Capitol Street Ramp A - 220 S Capitol Street.
- b. Two (2) 2012 Vertitron Midwest Controllers hydraulic passenger duplex elevators, serves 6 floors, located in the Dubuque Street Ramp B - 220 S Dubuque Street.
- c. One (1) 1993 Dover hydraulic passenger elevator, serves 4 floors, located in the Chauncey Swan Parking Ramp- 415 E Washington Street.
- d. Two (2) 2001 Kone traction passenger elevator, West elevator serves 5 floors and the East elevator serves 6 floors, located in the Tower Place Parking Ramp – 335 Iowa Ave.
- e. One (1) 2001 Kone hydraulic passenger elevator, serves 2 floors, located in the Tower Place Parking Ramp – 335 Iowa Ave.
- **f. Two (2) 2005 Thyssenkrupp hydraulic passenger elevators, serves 6 floors, located at Court Transportation Center – 150 E Court Street.
- g. One (1) 1982 Dover hydraulic passenger simplex elevator, serves 4 floors, located in the Senior Center - 28 S Linn Street.
- h. One (1) 1980 Titan Series Scissors lift, located at the Senior Center – 28 S Linn Street.
- i. One (1) 1982 Dover hydraulic passenger simplex elevator, serves 2 floors, located in the Public Library - 123 S Linn Street.
- **j. Two (2) 2003 Thyssenkrupp hydraulic passenger elevators, serves 2 floors, located in the Public Library - 123 S Linn Street.
- k. One (1) 2012 Vertitron Midwest Controllers hydraulic passenger simplex elevator, serves 2 floors, located in the Recreation Center - 220 S Gilbert Street.
- **l. One (1) 1992 Schumacher hydraulic passenger elevator, serves 5 floors, located in City Hall - 410 E Washington Street.
- m. One (1) 2001 Kone hydraulic passenger elevator, serves 2 floors, located in City Hall – 410 E Washington Street.
- n. One (1) 1968 Montgomery hydraulic passenger elevator, serves 4 floors, located behind Hawkeye Court (Hawkeye lift station).
- **o. One (1) 2002 Schumacher hydraulic freight elevator, serves 3 floors, located in the Water Plant – 80 Stephen Atkins Drive.
- **p. One (1) 2002 Schumacher hydraulic passenger elevator, serves 3 floors, located in the Water Plant – 80 Stephen Atkins Drive.

- q. One (1) 2000 Schumacher hydraulic passenger elevator, serves 2 floors, located in the Municipal Airport – 1801 S Riverside Drive.
- r. One (1) 2011 Kone traction passenger elevator, serves 2 floors, located at fire Station #4 – 2008 Dubuque Road.

** Proprietary digital controls - see VI - Cost Summary

B. Current Maintenance - Regular Scheduled Inspections - No emergency call back included.

- a. **Capitol Street Ramp A:** Currently under a complete maintenance contract on a monthly basis. Work to be completed by 10:00 A.M.
- b. **Dubuque Street Ramp B:** Currently under a complete maintenance contract on a monthly basis.
- c. **Chauncey Swan Parking Ramp C:** Currently under a complete maintenance contract on a monthly basis.
- d. **Tower Place Parking Ramp D:** Currently under a complete maintenance contract on a monthly basis.
- e. **Court Street Transportation Center Ramp E:** Currently under a complete maintenance contract on a monthly basis.
- f. **Senior Center:** Currently under a grease and oil contract on a monthly basis. Work to be completed by 10:00 AM.
- g. **Senior Center Scissor Lift:** Currently under a grease and oil contract on a quarterly basis. Work to be completed by 10:00 AM.
- h. **Library:** One elevator is currently under a grease and oil contract on a monthly basis. Two elevators are currently under a complete maintenance contract on a monthly basis. Work to be completed by 10:00 AM.
- i. **Recreation Center:** Currently under a grease and oil contract on a quarterly basis. Must be scheduled either Monday, Wednesday or Friday between the hours of 8:00 a.m. and 12:00 p.m.
- j. **City Hall Passenger:** Currently under a grease and oil contract on a monthly basis.
- k. **City Hall Police Department:** Currently under a grease and oil contract on a quarterly basis.
- l. **Hawkeye Lift Station (confined space):** Currently under a grease and oil contract on a quarterly basis. Maintenance must be scheduled in advance. Maintenance on this elevator requires a blower and gas detector. Must be scheduled twenty-four (24) hours in advance.
- m. **Water Plant:** Currently under a complete maintenance contract on a monthly basis. Must be scheduled twenty-four (24) hours in advance. Service must occur between the hours of 8:00 a.m. to 12:00 p.m.
- n. **Airport:** Currently under a grease and oil contract on a quarterly basis.
- o. **Fire Station #4:** Currently under a grease and oil contract on a quarterly basis.

C. Proposed Maintenance

- a. Monthly Complete Maintenance Agreement

Maintenance will be performed once a month

1. Capitol Street Ramp A
2. Dubuque Street Ramp B
3. Chauncey Swan Ramp C
4. Tower Place Ramp D
5. Library Elevators "A" and "B"
6. Water Plant Passenger and Freight Elevators
7. Court Street Transportation Center Ramp E
8. Senior Center Passenger **(may either go with a complete or a grease and oil maintenance)**

- b. Monthly Grease and Oil Maintenance Agreement
Maintenance will be performed once a month

1. Senior Center Passenger **(may either go with a complete or a grease and oil maintenance)**
2. City Hall Passenger
3. Library Elevator "C"

- c. Quarterly Grease and Oil Maintenance Agreement
Maintenance will be performed every three (3) months

1. Hawkeye Lift Station
2. Senior Center Sidewalk Lift
3. City Hall Police Department
4. Municipal Airport
5. Fire Station #4
6. Recreation Center

D. **Routine Inspection**

The Contractor will be responsible for providing the necessary labor to perform a minimum of at least one (1) hour inspection on each elevator listed in this proposal. During each inspection the Contractor will perform at a minimum the following services:

- a. Call Building Representative to find out if operational problems have occurred since last visit.
- b. Ride elevator and note operation.
- c. Correct any malfunctions noted or reported.
- d. Inspect motor, pumping unit, lubrication levels and controller.
- e. Clean elevator pit, car top and machine room, as determined appropriate by the division.
- f. Analyze the equipment, when deemed appropriate, make all repairs, replacements and adjustments required to maintain the equipment.
- g. Furnish and apply lubricants as specified by the manufacturer, including hydraulic oil. All wiping cloths must be furnished by the Contractor.
- h. Re-lamp all elevator signals.

E. State Identification/Permit Numbers

- Capitol Street Ramp A – 380 and 381
- Dubuque Street Ramp B - 3372 and 3373
- Chauncey Swan Ramp C - 7847
- Tower Place Ramp D (traction) – 9963 and 9964
- Tower Place Ramp D (hydraulic) - 10086
- Court Street Ramp E – 11127 and 11128
- Senior Center Passenger - 3390
- Library – 5221, 5222 and 3281
- Recreation Center - 2362
- City Hall Passenger– 7595
- City Hall Police - 10208
- Hawkeye Left Station - 4793
- Water Plant – 10171 and 10172
- Airport - 9869
- Fire Station #4 - 13053

Section Six – Cost Summary

The Senior Center elevator is included in both Item A and Item B. A decision will be made on with Item the Senior Center will go with once the contract has been awarded.

Item A - Complete Maintenance:

- 1. Monthly Maintenance: Quote per preventative visit (one (1) per month)

Capitol Street Ramp A:	\$ _____	_____
		Written Cost
Dubuque Street Ramp B:	\$ _____	_____
		Written Cost
**Chauncey Swan Ramp C:	\$ _____	_____
		Written Cost
Tower Place Ramp D:	\$ _____	_____
		Written Cost
Library "A" and "B":	\$ _____	_____
		Written Cost
Water Plant Passenger and Freight:	\$ _____	_____
		Written Cost
Court Street Ramp E:	\$ _____	_____
		Written Cost
Senior Center:	\$ _____	_____
		Written Cost

Item B – Exam and Lubrication:

- 1. Monthly Maintenance: Quote per preventative visit (one (1) per month)

Senior Center:	\$ _____	_____
		Written Cost
Library "C":	\$ _____	_____
		Written Cost
**City Hall:	\$ _____	_____
		Written Cost

- 2. Quarterly Maintenance: Quote per preventative visit (once every three (3) months)

Hawkeye Lift	\$ _____	_____
		Written Cost
Senior Center Scissor Lift	\$ _____	_____
		Written Cost
City Hall Police Dept	\$ _____	_____
		Written Cost
Airport	\$ _____	_____

Recreation Center	\$ _____	_____
		Written Cost
Fire Station #4	\$ _____	_____
		Written Cost

Item C - ** City Hall Passenger, Chauncey Swan Passenger, Water Plant Passenger and Freight and Library “A” and “B”, Court Street Transportation Street elevators: Define service as a result of proprietary board issue.

Item D – Parts and materials not covered under this contract will be marked up _____% of the purchase price paid by the Contractor.

Item E – Service rates must include travel time and mileage will be invoiced as follows:

1. Normal working hours (straight time rate), for services not covered under this contract
\$ _____ per hour _____ per hour
Written Cost
2. After hours services for evenings Monday through Fridays and Saturdays
\$ _____ per hour _____ per hour
Written Cost
3. After hours services for Sundays and holidays
\$ _____ per hour _____ per hour
Written Cost

Exceptions, Deviations or other Agreements

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

Prohibited Interest

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

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

Liens or Unsatisfied Judgments

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

Voluntary Demographic Information

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

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

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

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

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

Name: _____

Phone Number: _____

E-mail Address: _____

Name of Firm: _____

Authorized Representative: _____

Signature of Representative: _____

Title of Authorized Representative: _____

Address: _____
City/State/Zip: _____
Phone Number: _____
E-Mail Address: _____
Date Signed: _____

Addenda Form

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____

Section Seven - Wage Theft Policy

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

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

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

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

3. **Affidavit.** The contracting entity must complete the attached affidavit showing compliance with the Wage Theft Policy and submit it along with the request for bid or request for proposal required documents.

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

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

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

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

Wage Theft Affidavit

State of _____)
) ss:
_____ County)

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

- 1. I am the _____ (position) of _____ (“contracting entity”) and have the authority to execute this affidavit on behalf of said contracting entity and any person or entity with an ownership interest in said contracting entity of more than 25%.
- 2. Neither _____ (contracting entity) nor any person or entity with an ownership interest of more than 25% of said contracting entity has been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection Law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute of local ordinance, which governs the payment of wages in the last 5 years.

Signature _____

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

Notary Public in and for the State of _____

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

General Policy Statement

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

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

Provisions:

1. All contractors, vendors, and consultants requesting to do business with the City must submit an Equal Opportunity Policy Statement before the execution of the contract.
2. All City contractors, vendors, and consultants with contracts of \$25,000 or more (or less) if required by another governmental agency) must abide by the requirements of the City's Contract Compliance Program. Emergency contracts may be exempt from this provision at the discretion of the City. Regardless of the value of the contract, all contractors, vendors, and consultants are subject to the City's Human Rights Ordinance, which is codified at Article 2 of the City Code.
3. Contracting departments are responsible for assuring that City contractors, vendors, and consultants are made aware of the City's Contract Compliance Program reporting responsibilities and receive the appropriate reporting forms. A notification of requirements will be included in any request for proposal and notice of bids.
4. Contracting departments are responsible for answering questions about contractor, consultant, and vendor compliance during the course of the contract with the City.
5. All contractors, consultants and vendors must refrain from the use of any signs or designations which are sexist in nature, such as those which state "Men Working" or "Flagman Ahead", and instead use gender neutral signs.
6. All contractors, consultants, and vendors must assure that their subcontractors abide by the City's Human Rights Ordinance. The City's protected classes are listed at Iowa City City Code section 2-3-1.

Suggested steps to assure Equal Employment Opportunities

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

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

4. Recruitment

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

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

2-3-1: Employment; Exceptions:

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

unwelcome, objectionable or not solicited for employment or membership because of age, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)

- D. Employment policies relating to pregnancy and childbirth shall be governed by the following:
- A written or unwritten employment policy or practice which excludes from employment applicants or employees because of the employee's pregnancy is a prima facie violation of this title.
 - Disabilities caused or contributed to by the employee's pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment or any written or unwritten employment policies and practices involving terms and conditions of employment as applied to other temporary disabilities.
- E. It shall be unlawful for any person to solicit or require as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus. An agreement between employer, employment agency, labor organization or their employees, agents or members and an employee or prospective employee concerning employment, pay or benefits to an employee or prospective employee in return for taking a test for the presence of the antibody to the human immunodeficiency virus is prohibited. The prohibitions of this subsection do not apply if the state epidemiologist determines and the director of public health declares through the utilization of guidelines established by the center for disease control of the United States department of health and human services, that a person with a condition related to acquired immune deficiency syndrome poses a significant risk of transmission of the human immunodeficiency virus to other person in a specific occupation.
- F. The following are exempted from the provision of this section:
- Any bona fide religious institution or its educational facility, association, corporation or society with respect to any qualifications for employment based on religion when such qualifications are related to a bona fide religious purpose. A religious qualification for instructional personnel or an administrative officer, serving in a supervisory capacity of a bona fide religious educational facility or religious institution shall be presumed to be a bona fide occupational qualification. (Ord. 94-3647, 11-8-1994)
 - An employer or employment agency which chooses to offer employment or advertise for employment to only the disabled or elderly. Any such employment or offer of employment shall not discriminate among the disabled or elderly on the basis of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
 - The employment of individuals for work within the home of the employer if the employer or members of the family reside therein during such employment.
 - The employment of individuals to render personal service to the person of the employer or members of the employer's family. (Ord. 94-3647, 11-8-1994)
 - The employment on the basis of sex in those certain instances where sex is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
 - A state or federal program designed to benefit a specific age classification which serves a bona fide public purpose. (Ord. 94-3647, 11-8-1994)
 - The employment on the basis of disability in those certain instances where presence of disability is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
 - Any employer who regularly employs less than four (4) individuals. For purposes of this section, individuals who are members of the employer's family shall not be counted as employees. (Ord. 08-4312, 8-11-2008)

Sample: Equal Employment Opportunity Policy

To all employees of _____

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

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

The Equal Employment Opportunity Officer for _____ is:

Name: _____

Address: _____

Telephone Number: _____

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

Assurance of Compliance

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

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

With respect to the performance of this contract, the contractor, consultant or vendor agrees as follows:

(For the purposes of these minimum requirements, "contractor" shall include consultants and vendors)

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

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

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

Where is this statement posted?

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

Name: _____

Phone Number: _____

Email: _____

Address: _____

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

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

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

Business Name

Phone Number

Signature

Title

Print Name

Date