



CITY OF IOWA CITY

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

DATE: January 30, 2015

REQUEST FOR PROPOSAL:

#15-05, HOME PROTECTION PROGRAMS

NOTICE TO PROPOSERS: Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

ADDRESS PROPOSALS TO: Attention of the City Clerk's Office, City Hall, 410 E. Washington St., RM 140, Iowa City, IA 52240-1826. Proposals shall be sealed and clearly marked on the front "Home Protection Programs, Request for Proposal #15-05".

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 **February 17, 2015, 5:00 p.m. (CST)**.

Purchasing:

June Nasby
Buyer II

june-nasby@iowa-city.org

(319) 356-5076

PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (CST), February 27, 2015. Proposers must submit **six (6) hard copies** of the proposals are required. One (1) original marked "**ORIGINAL**," and five (5) copies marked "**COPY 1**", "**COPY 2**", "**COPY 3**", "**COPY 4**" and "**COPY 5**", (each copy shall be complete with all supporting documentation).

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

Insurance is required for this project, as specified in Section III- B.

No bid security is required for this project.

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.

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SECTION I. SUBMITTAL PACKAGE CHECKLIST

Review the following checklist to make sure the contents listed below are included in all copies of your company's submittal package. Proposers must submit **six (6) hard copies** of the proposals are required. One (1) original marked "**ORIGINAL**," and five (5) copies marked "**COPY 1**", "**COPY 2**", "**COPY 3**", "**COPY 4**", and "**COPY 5**" (each copy shall be complete with all supporting documentation).

The required sections and specific content must be organized in the submittal package as they are listed below. The quality and clarity of the explanatory comments, at a detailed requirements level, will be a key determinant in assigning specific scores. As such, all proposers are encouraged to present information in a clear, detailed, and meaningful manner.

Section One: Title Page

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

Section Two: 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 RFP. 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.

Section Three: Table of Contents

List all sections, sub-sections and supporting appendices. Page number cross-references are to be included at a detailed level.

Section Four: Company History/Executive Summary

This should describe the capability of your company to perform the specific tasks outlined in this RFP within the specified timeframe. Proposer should provide a complete description of the years of experience and qualifications to provide water service line and sewer line repair/protection service.

Also include a discussion on the corporate history, general description of the company, number of employees, number and location of offices and past or current clients. Define any terms that may require explanation, and any features and/or benefits that may distinguish your Proposal. Provide detailed information regarding relationships, partnerships or associations of any kind that have been made regarding this opportunity for this or any future phases of the Project.

Section Five: Scope of Work

Include a statement of significant steps, methods and procedures to be employed by your firm to ensure that a quality project can be delivered within the required timeframe at the proposed cost.

Product: Outline the types of protection/service repair plans available to water and sewer City of Iowa City customers. Identify fee structure, terms and conditions, and claim process for each proposed protection/service repair plan.

Delivery/Procedures: Clearly describe all procedures and approaches essential to delivery of the program, including the establishment of a network of local contractors. These must be presented in an easy-to-understand sequential process or set of procedures.

Marketing Materials: Outline the marketing plan, including the types of methods that will be used to inform potential customers of the new program. Also enclose samples of marketing materials that have been used for past programs.

Program Evaluation: Provide sample status reports of program performance, including enrollment numbers by type of service, requests for service/repairs, response time, type of repair, level of customers' satisfaction, approved contractor list, cancellations, projected revenue, and any other information crucial to quality assurance and control.

Section Six: Proposed Project Work Plan

Project work plan: This should include a project plan and time schedule describing the general work tasks and personnel assigned to the project. It shall include estimated task/phrase completion dates and key meeting/presentation dates.

Section Seven: Proposed Protection/Service Repair Plans

Provide Terms and Conditions for each proposed protection/service repair plan, including water service line, and sewer service line. Be sure to address the following sections for each protection/service repair plan:

Plan Coverage: Eligibility, covered service repairs/replacements, and warranty period.

Plan Terms: Effective coverage date, renewals, transfers, past due fees, and cancellation.

Plan Limitations: Claims, items/repairs not covered, and location.

Plan Service Warranty: Workmanship, defective materials, repairs performed, and authorized service contractors.

Service Requests: Contractor responsiveness, emergency calls, non-emergency calls, evening, weekend, and holiday response, and service agent follow-up.

Additional Costs: Repairs/replacements not covered, trip fees and site investigations.

Other Items: Contractor licensing, building/construction permits, future increases/adjustments to monthly charge, and any other terms or conditions.

Section Eight: Project Team

Provide the name, contact information and biography of each individual on the board and Project Team. Please describe what role they play in your company.

Section Nine: Completed Program Rate Schedule (Section IV).

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

Section Ten: References

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

Section Eleven: Conflict of Interest

The company 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 submitted proposal (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).

Section Twelve: Exceptions or Deviations

Any Exceptions or Deviations that your company may have to this Request for Proposal document must be stated. If your company has no exceptions or deviations, please clarify that there are “No Exceptions.” If you state no exceptions, you may not add your company’s terms and conditions or any other unsolicited documents to your submitted proposal.

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL

A. INTRODUCTION:

The City of Iowa City is requesting proposals from qualified service companies who market, administer and underwrite optional Home Protection Programs. The warranty coverage of a Home Protection Program plan provides repair and replacement services for covered water and sewer service lines in exchange for the payment of a recurring fee.

These services are for water and sewer City of Iowa City customers.

The intent of this Request for Proposal (RFP) is to set forth the specifications, requirements, options and general terms and conditions to guide the preparation of detailed, but concise, proposal from providers of optional Home Protection Programs. The City of Iowa City seeks proposals designed to provide customer service, satisfaction and receive compensation for respective administration.

B. BACKGROUND:

Water Division:

The City of Iowa City Water Division provides distribution services including oversight of water service line repairs to approximately 26,498 customer's accounts in these areas. Property owners in Iowa City total service areas are responsible for maintenance and repair of their water service line from the connection (tap) on the water main to the point of entry into the building including all appurtenances such as curb stops, stop boxes, stop box rods, service saddles, corporation stops, meter pits (when applicable), etc. Parts of Iowa City's distribution system are more than 100 years old and incorporate service line materials such as lead and galvanized iron in addition to copper and PEX pipe.

Each year the Iowa City Water Division receives and/or makes approximately 30 notifications (based on 5 year average) to customers with service lines that have been found to be in need of repair. The repairs include leaks and inoperable stop boxes, etc. The Iowa City Water Division contracts with a local plumber to repair stop boxes and service lines that have not been repaired by the deadline. The majority of these leaks are repaired by plumbers hired by the property owners.

The cost of contracted stop box repairs or disconnection from the water main is billed to the property owner.

Wastewater Division:

The Wastewater Division maintains approximately 270 miles of City sanitary sewer main. The City standard for property owner responsibility for maintenance is from the outside edge of the pipe at the main to and including the house plumbing.

The Wastewater Division currently answers about 25 calls annually that are related to property owner's service lines. Of those calls an average of about 5 are service repair related issues. When notification is received from our customers that there is a perceived problem related to a sanitary sewer connection, Wastewater staff will assist with inspecting and identifying the point of connection and the property owner's service line.

C. PURPOSE:

The Home Protection Program(s) (“Program”) will provide qualified property owners (“Customers”) the opportunity to voluntarily purchase additional utility coverage to supplement property owner insurance policies and home warranty programs.

Water service line coverage will include the repair or replacement of an enrolled City of Iowa City Customer’s water service line from the water meter inside the building will include all associated shut off valves. The sewer line coverage will include the repair or replacement of an enrolled City of Iowa City Customer’s sewer service from the point at which it crosses the outer vertical wall of the building on the property to the point at which it reaches the City’s sewer system. In both cases the repairs will include replacement or repair of all damaged pavement. Pavement repairs will be required to meet all applicable City standards. Each of these plans is geared toward paying for and providing repairs or replacements due to normal system maintenance needs.

The City of Iowa City seeks to select a Coverage Provider partner to assist with the initial development and ongoing administration of the Program.

D. VENDOR RESPONSIBILITIES:

1. Service(s):

- Deliver a product package that will meet the needs of our customers.
- Offer optional enrollment protection/service repair plans; include water service line and sewer service line.
- Allow customers to enroll in an individual protection/service repair plan or a combination of the plans.
- Establish a local network of reputable and reliable licensed professional contractors to perform utility repairs that are the property owner’s responsibility.
- Ensure all repair work meets state and local codes and is guaranteed for at least one year (or an equivalent duration using a combination of guarantee period and claims per year).

2. Administration:

- Handle all phases of administration including Customer requests for service repairs, dispatching contractors, enrollment options, billing inquiries and service cancellation.
- Maintain customer enrollment information and coordinate with the City of Iowa City staff to ensure information is current.
- Billing and collection of program fees.
- Allow customers to enroll or cancel at any time.

3. Customer Service:

- Provide customers a toll-free number available 24 hours a day, 365 days a year for all inquiries, including customer service requests and customer dispute resolution.
- Customer service agents should be able to provide assistance in both English and Spanish.
- Guarantee initial response times within 24 hours of initial notification from the property owner, including dispatch repair contractors.
- Resolve claims and disputes within two (2) weeks and maintain file documentation.

4. Marketing:
 - Inform residents of program requirements and benefits by creating a marketing plan using a mix of techniques, including direct mail campaigns, promotions, bill inserts, brochures, flyers and Web update on the City of Iowa City's website.
 - Attend and assist the City of Iowa City at a formal program kick-off event.
 - Develop marketing plans and materials in consultation with the City of Iowa City. All marketing materials must be pre-approved by the City of Iowa City before distribution.
 - Customer information will not be used or shared with other, except for the expressed purposes of marketing the program.

5. Quality Assurance:
 - Provide customer service, dispatch and quality assurance reports to the City of Iowa City on a monthly or quarterly basis.
 - Perform contractor job oversight, including but not limited to, honest reporting of repair costs, customer satisfaction and high quality workmanship.
 - Report on enrollment and customer satisfaction, including but not limited to, customer information and counts, quantity of successful repairs, services provided, crew members assigned to projects, customer complaints and their resolution, and other information crucial to quality assurance and control.
 - Confirm that service repair contractors complete repairs in accordance with all health and life safety requirements, customers are reasonably satisfied with all aspects of the program, assessments are completed comprehensively and accurately using actual customer billing history data, and service repairs that do not meet program requirements are corrected in a timely manner.

E. CITY OF IOWA CITY RESPONSIBILITIES:

1. Administration:
 - None will be provided.

2. Customer Service:
 - Staff will route customer call request for enrollment, service or repairs to the vendor.

3. Marketing:
 - Provide the vendor the use of "City of Iowa City" only for purposes of co-branding the program's products and services to the City of Iowa City customers.
 - Staff will collaborate with the vendor to ensure all eligible Customers are informed of the program's services.

4. Quality Assurance:
 - Staff will review customer service reports provided by the vendor on a monthly or quarterly basis to assess customer satisfaction with the program and its services.

F. PIGGYBACK PROCUREMENT METHOD:

Upon request, the results of this Request for Proposal may be extended to other government entities within Johnson County, Iowa. Any such usage must be in accordance with the policies of the respective entity and with the approval of the awarded vendor. The City is not an agent of, partner

to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such piggyback procurements.

G. PROPOSAL REQUIREMENTS:

1. To qualify for award, the Service company(s) should have at least three (3) years' experience in the U.S. market with water and sewer service line protection programs.
2. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a company concludes the company's acceptance of the terms and conditions herein, unless otherwise stated.
3. The proposer is responsible for all costs related to the preparation of the submitted proposal, any costs associated with the preparation of additional material, and any required visits to the City during the pre-award process.
4. Any costs associated with this project not specifically set forth in the company's submitted proposal will be the sole responsibility of the proposer. Price/Cost adjustments presented after the contract has been awarded will not be accepted by the City.
5. A service contract with the City of Iowa City will not prevent other companies from providing a competing service to the citizens of Iowa City. A service contract with the City only allows the selected service provider authorization to market their product in partnership with Iowa City. Competing firms will not be allowed to market their product as one that is endorsed by the City of Iowa City. The City will also not negotiate pricing and or terms with any company other than the one that is selected to partner with the City of Iowa City as a result of the RFP.
6. Responses may be rejected if the proposer fails to perform any of the following:
 - a. To adhere to one or more of the provisions established in this Request for Proposal
 - b. To demonstrate competence, experience, and ability to provide services described in this Request for Proposal
 - c. To submit a response on or before the deadline and complete all required forms
 - d. To fulfill a request for an oral presentation or interview. The objective of the presentation would be for Proposers to demonstrate to the City of Iowa City that they have the ability to execute the successful completion of the Project. The Proposer's presentation team must include the Project manager and the key implementation team members.
 - e. To respond to a written request for clarification or additional information
7. Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

H. REFERENCE CHECKS AND PROPOSAL CLARIFICATION:

The City of Iowa City reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, and to discuss the proposer's

qualifications. The City of Iowa City reserves the right to obtain and consider information from other sources concerning a vendor such as the vendor's capability and performance under other contracts.

I. CONTRACT NEGOTIATIONS:

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

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

J. EVALUATION PROCESS:

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

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. Phase I of the evaluation process shall be based on a 100 point scale. It is required that a proposal receive a minimum of 80 points in order to move on to Phase II and be considered for award.

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

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

<u>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Cost/Offer – Primary Scope of Work	30 points
Work schedule and delivery methodology	20 points
Success of similar projects	20 points
Adherence to Statement of Requirements	10 Points
Qualifications of the Project Team	10 Points

Overall Rating of Letter of Introduction/Executive Summary/ Overall quality of proposal presented	<u>10 points</u>
Total Points	100 points

K. INTERVIEW

During the initial evaluation process, the City will request an oral interview with those proposers that appear to meet the requirements for this contract. Proposers selected to participate in an interview with the City will have the opportunity to discuss their qualifications, experience, services that they will provide for this contract, as well as any proposed fee schedule. The request for an interview shall be at no cost to the City.

L. CONTRACT AWARD:

1. The submitted proposal must be complete to be considered for award.
2. Award, if made, will be between the City and the proposer. The awarded vendor shall not subcontract any part of this contract without the prior written approval of the Purchasing Agent. All subcontractors working on this contract must be employed by and responsible to the awarded vendor; all fees for this project will be paid to the main contractor. Failure to comply with the subcontractor provision will result in termination of the contract.
3. The City reserves the right to qualify, accept, or reject any or all proposers as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the proposer to the terms and conditions of the Request for Proposal.
4. The City of Iowa City reserves the right to award the contract in part or whole, to consider the option of selecting one or no Proposals, and to award a contract to the Proposer whose Proposal is, in the City of Iowa City's discretion, best suited to meet the City of Iowa City's needs.
5. It is the City's intent to make an award based on the schedule provided; the City reserves the right to adjust the schedule when necessary.
6. Award, if made, will be in accordance with the terms and conditions herein.
7. Award, if made, shall be in the form of a Contract issued by the City, which will include the terms and conditions of the Request for Proposal, and any additional submittals by the proposer that have been accepted by the City.
8. Any change to the contract must be approved in writing by the Purchasing Agent and the awarded vendor.
9. Consideration may be given to, but not limited to, quality of program, reliability, firm's financial stability, sustainability of firm, experience with past and present clients, customer satisfaction and references, proven success of other contracts, the firm's ability to demonstrate an understanding of the work to be performed, the firm's ability to comply with the requirements of this Request for Proposal, and overall compatibility with Iowa City's objectives for a water service line protection program.
10. By submitting a proposal in response to this Request for Proposal, the proposer acknowledges that the proposal submitted shall become public information after the contract is awarded.
11. Awarded vendor(s) will be required to submit a current certificate of insurance prior to commencement of work. The certificate of insurance shall include the following items:

- The City of Iowa City will be named as additional insured
- Project bid number and project title as the description
- Insurance carriers will be rated as A or better by A.M. Best

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 III).

SECTION III.
CITY OF IOWA CITY – PURCHASING DIVISION
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

A. CONDITIONS FOR PROPOSING

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

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

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

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

5. RECEIPT OF PROPOSALS. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.
6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. TRADE SECRETS OR PROPRIETY INFORMATION. The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.
8. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. COLLUSIVE PROPOSING. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

11. **OFFICERS NOT TO BENEFIT.** Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. **EQUAL EMPLOYMENT OPPORTUNITY.** All Proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.

B. BONDS AND INSURANCE

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

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

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

2. **PERFORMANCE BOND.** When required, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages

of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.

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

a. Certificate of Insurance; Cancellation or Modification

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

b. Minimum Coverage

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

Insurance Requirements

	Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$1,000,000	\$2,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$1,000,000	
c. Excess Liability	\$1,000,000	\$1,000,000
d. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

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

C. SPECIFICATIONS

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

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

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

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

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

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

D. SELECTION OF FIRM

1. REJECTION OF PROPOSALS. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

2. SELECTION. The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
 - The quality, availability, adaptability and life cycle costing of the commodities and/or service.
 - Guarantees and warranties.
 - Ability, capacity and skill to provide the commodities and/or service required within the specified time.
 - Ability to provide future maintenance and service.
 - Character, integrity, reputation, experience and efficiency.
 - Quality of performance of previous and/or existing contracts.
 - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
 - Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
 - If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
 - Such other relevant information as may be secured by the City.
 - Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

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

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.

4. **PRICING REQUIREMENTS.** All pricing submitted by the Proposer shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).
5. **PRESENTATIONS.** When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

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

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

E. GENERAL CONTRACT PROVISIONS

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

Proposer shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Proposer and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

6. SUBLETTING OF CONTRACT. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
7. CONTRACT PERIOD. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
 - a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
 - b. Terminated due to default, as described below.
8. DEFAULT. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

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

9. DELIVERY FAILURES. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense

incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.

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

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

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

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.

- b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

12. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

F. PAYMENT OF COMMISSION

1. Payment. On or before the 15th day of each calendar month during the term of this contract and for any period that net commissions are owed to the City of Iowa City, the vendor shall provide a commission statement to the City. The commission statement shall be accompanied by payment to the City.

SECTION IV. PROGRAM RATE SCHEDULE

Item	Protection/Service Repair Plan	
	Water	Sewer
Monthly Cost/Charge to Customer		
Monetary Limits of Coverage (\$ per occurrence or year)		
# of Claims per Customer per Year		
Additional Customer Charges (specify type – i.e. trip fee, site inspection, etc.)		
Duration of Warranty/Guarantee on Repair Work		
Waiting period, if any after initial Enrollment		
Consultant's Compensation as a % of Revenue Collected from Total Enrollments		
City's Share of Revenue as a % of Total Enrollments		

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

Name: _____

Phone Number: _____

E-mail Address: _____

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to perform the contract as described in the proposal documents.

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

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

AUTHORIZED SIGNATURE

Name of Firm: _____

Address: _____

Phone Number: _____

E-Mail Address: _____

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____

Date Signed: _____