

DATE: December 15, 2015

REQUEST FOR PROPOSAL:

#16-48, DEBT COLLECTION SERVICES FOR THE CITY OF IOWA CITY

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

ADDRESS PROPOSALS TO: Attention of the City Clerk's Office, City Hall, 410 E. Washington St., RM 140, Iowa City, IA 52240-1826. Proposals shall be **sealed** and clearly marked on the front "**Request for Proposal for Debt Collection Services for the City of Iowa City, #16-48.**"

FAXED or E-mailed Proposals will not be accepted.

BONDS AND INSURANCE: Insurance and a collection bond are required before commencement of the contract.

QUESTIONS: All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative no later than 5:00 p.m. (local time), **January 5, 2016**. All questions regarding this project must be sent via e-mail in order to receive a response.

Purchasing:
Mary Niichel-Hegwood
Purchasing Agent
mary-niichel@iowa-city.org
M-F, 8:00 a.m. – 5:00 p.m.

PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (local time), January 11, 2016. Proposers shall submit **five (5) 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.

NO CONTACT POLICY. 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. PROPOSAL SUBMITTAL CHECKLIST

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

Proposal Summary

Section 1 – A letter summarizing the proposer’s proposal. The letter must be signed by an officer of the proposer or a designated agent empowered to bind the firm in the contract offer.

Qualifications & Experience

Section 2 - Background information on your firm, including, but not limited to, the official name of your company, permanent address of your company, the age of the business, the number of employees, and the various services offered by your company. Include additional information that will allow the City of Iowa City to determine financial responsibility and stability, as well as the capability of your firm to meet all contractual requirements.

Section 3 - The names, abilities, qualifications, and experience of the individuals who will be assigned to this contract and their experience on similar contracts. In addition, provide the number of staff who may be potentially available to work on this contract and the location of the office that would be responsible for this contract.

Section 4 - A minimum of three (3) references from past and/or present municipal clients for contracts similar in scope to this contract including the agency’s name and address, the name, title, and phone number of each reference, and the contract term.

Section 5 - Provide a detailed description of your firm’s involvement and experience with other municipal contracts of similar scope and size. In addition, please describe the success your firm has had with these contracts, including collection methods used on balance ranges and documented percentage of collections based on balances ranges.

Methods & Means

Section 6 - Describe the techniques, tools, and procedures that your firm uses to perform the services provided. Include detailed information on the interaction that your company has with the public and the various programs offered. Provide examples of the various collection methods used by your firm.

Section 7 – Describe how the City would be kept informed of the progress of each account placed with the vendor, as well as any detailed reporting tools that would be provided to the City to measure contract performance.

Section 8 - Provide a description of the training programs that your firm provides to your staff in order to perform the requirements of their position.

Contract Pricing

Section 9 - **A completed and signed Company Information and Pricing Form: *The form provided in Section V must be used and included in the proposer’s submittal. Substitute forms will not be accepted.*** The City is not responsible for your firm’s failure to provide information and pricing on required items. The submitted pricing must include all of the costs required to perform the tasks to complete the project in full. Any costs not included in the submitted proposal that are required to complete the project, will be the responsibility of the awarded firm.

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

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL**A. SCOPE OF WORK:**

The City of Iowa City is seeking proposals from a qualified debt collection agency to collect outstanding Parking Fines and General Receivable Accounts that are more than 180 days past due per the terms, conditions, and specifications stated within this Request for Proposal document.

The City intends to place various billings including parking citations, utilities (water, sewer), landfill, and other miscellaneous accounts with the collection agency. All collection services provided under this contract will be in accordance with the Fair Debt Collection Practices Act and Iowa and Federal Law relating to privacy.

B. STATISTICS & ACCOUNT DESCRIPTIONS:**1. Statistics**

A summary of billing types, past due amounts outstanding, and average invoice amount is provided in the table below.

Current Summary as of 10/31/15

No.	Account Type	Past Due Amounts Outstanding	Total # Invoices	Average Invoice Amount
1.	Parking Citations	\$614,575.32	39,355	\$15.66
2.	General Billing	\$28,574.00	49	\$583.14
3.	Utilities (Water, Sewer, etc)	\$57,389.00	420	\$136.64

Parking Citations Issued 2007 - 2014

Year Issued	Without Address Total Citations	Total \$ Due	With Address Total Citations	Total \$ Due	Grand Total Citations	Total \$ Due
2007	82	\$1,146.10	1,769	\$21,318.80	1,851	\$22,464.90
2008	659	\$6,780.25	5,277	\$59,495.11	5,936	\$66,275.36
2009	1252	\$15,871.25	6,199	\$84,373.53	7,451	\$100,244.78
2010	1343	\$23,755.00	4,104	\$71,218.34	5,447	\$94,973.34
2011	1030	\$18,064.50	4,038	\$70,674.51	5,068	\$88,739.01
2012	858	\$15,362.00	4,325	\$73,158.08	5,183	\$88,520.08
2013	832	\$15,364.50	3,590	\$64,258.85	4,422	\$79,623.35
2014	805	\$15,459.00	3,092	\$58,275.50	3,897	\$73,734.50

2. Account Descriptions

- (a) Parking Citations: Fines for all parking violations (expired meters, loading zones, prohibited parking, street storage, disabled parking space with no placard, hourly parking ramp fees). Most fines range from \$15.00 - \$200.00. See City of Iowa City code Title 9, Chapter 4 = Parking Regulations (schedule of fees = title 3, chapter 4-8)
- (b) General Billing: Fees charged by various departments throughout the City, including but not limited to: airport hangar rental, retiree health and dental insurance premiums, property maintenance violations and public record requests.
- (c) Utilities: Fees for services including water, sewer, solid waste & recycling. See Municipal Utility Rate Schedules and City of Iowa City code Title 3, Chapter 4.

The Municipal Code/Utility Rates can be found on the City's website:

<https://icgov.org/city-government/departments-and-divisions/finance/revenue/utilities/rate-schedules>

C. CONTRACT SPECIFICATIONS:

1. Detailed Collection Specifications

- (a) The vendor must accept any account placed by the City under terms of this contract.
- (b) The City plans to place delinquent accounts immediately upon authorization of contract with vendor. Additional accounts will be placed monthly as they become delinquent. The number of accounts referred to the vendor shall be solely within the discretion of the City. Further, the City shall make its own efforts at collection and written demands prior to turnover and will inform the debtor of the consequences of his/her failure to make payments.
- (c) Prior to placing an account for collection with the vendor, the City may pursue any and all methods of collection deemed appropriate by the City and may inform the debtor that failure to make payment could result in placing account for collection with the vendor.
- (d) The fee, submitted on the Company Information & Pricing Form, to be paid to the vendor for the services provided shall be inclusive of all expenses and costs incurred by the vendor.
- (e) The vendor shall undertake collection services utilizing means legal, necessary and proper within five (5) days from receipt of accounts without regard to the amount thereof.
- (f) It is understood that the City may elect to second-place accounts with the vendor.
- (g) The vendor shall service accounts in languages other than English.
- (h) The vendor shall ensure that no employee of the vendor shall represent themselves as an employee of the City, representative of a court, or any law enforcement agency. All representation shall be as an employee of the vendor.
- (i) The vendor shall attempt, through collection procedures, to achieve the highest rate of recovery possible. Contact attempts shall include mailings, utilizing skip tracing, and/or other responsible and legal steps to contact the debtor. Methods used shall be noted by the vendor.
- (j) The vendor will notify individual account holders of the outstanding amount due and request payment or a payment plan. If no response is received within thirty (30) days of referral, the vendor will record the delinquent amount with credit reporting agencies to include Equifax, Experian and TransUnion (on designated account types only).
- (k) The vendor shall not initiate legal proceedings on an account without prior authorization by the City.

- (l) Account balances may not be compromised by the vendor except pursuant to specific written approval from the City on a case by case basis.
- (m) All data made available to the vendor by the City is and remains the property of the City and must be treated as confidential information. Health Insurance Protection and Accountability Act laws (HIPAA) may apply to some accounts. All listings that may reveal names or identification numbers of individuals or employees, if not returned to the City, must be properly destroyed so as to keep such information confidential.
- (n) The vendor agrees to return to the City, at no charge, accounts referred by mistake.
- (o) The City shall pay no fee for the vendor when the balance due has been reduced resulting from City action such as application of refund, security deposit or credit adjustment. Also, no fee will be paid based upon a collection resulting from the City receiving payment due to a customer refinancing or selling their home when a lien of any amount was in place.
- (p) Records developed as a result of this Contract are City records and subject to access and disposition approved by the City.
- (q) The vendor shall provide online access to accounts placed with the vendor for collection. The online access shall be granted to individuals authorized by the designated City Representative. The online access shall include the ability to view current status of the account and list all account transactions.
- (r) In carrying out any provision of the Contract or in exercising any power or authority granted to the vendor, thereby, there shall be no liability upon the City.
- (s) The vendor shall not, under any circumstance, use any threats, intimidation, or harassment of the debtor in the collection of said accounts; nor shall the vendor violate any guidelines as established by the Federal Trade Commission, Federal Communications Commission, nor shall vendor violate any local, state, or federal laws. The City reserves the right to add further restrictions under this section upon written notification.
- (t) The vendor must discontinue and return all accounts that have not had any payment or billing activity within one year from the date of referral.
- (u) Any billing or follow-up intervention performed by the City on behalf of the vendor will result in a reduced commission fee.

2. **Accounting, Remittances and Payments**

- (a) The vendor shall maintain complete and accurate records of collection service transactions in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the collection agency service operations for the City for a period of three (3) years from the close of each year's operations. At a minimum, information shall contain the name of the debtor, account number, invoice/document ID, dates and types of contact, dates of payment transactions (payment and/or payment plans), type of payment, check numbers if

applicable, date account listed with credit bureau, status of account, and account beginning and ending balance.

- (b) The vendor shall not remit credit balances to the City.
- (c) The vendor's accounting control and records of reported collection service shall be used as the basis to verify charges payable to the vendor.
- (d) All records pertaining to the operation of this collection service shall, upon reasonable notice, be open for inspection and/or audit by the City at any or all reasonable times.
- (e) On request of the City, the vendor shall meet with the City and review charges, discuss problems and mutually agree on courses of action required to provide improved control and/or service.
- (f) The vendor shall remit to the City all gross collections based on a monthly reporting period beginning on the first day of each month and ending on the last day of each month.
- (g) The vendor shall remit gross collections to the City no later than the 7th day of each month.

3. **Reporting**

- (a) The vendor shall provide the City online access to view and report on current account status and transactions.
- (b) The vendor shall provide the City with the ability to upload accounts electronically.
- (c) The vendor shall provide the City with a report of all outstanding accounts by account type monthly. The report may be emailed to the designated City Representative or downloaded online by authorized City personnel.
- (d) The vendor will provide the Accounts Receivable Division with a monthly statement listing the account numbers, names and invoice/document IDs, dollar amounts, and collection fee of all payments received on City accounts. The statement should balance to the amount of the monthly deposit of collections. The statement may be emailed to the City Representative or downloaded online by authorized City personnel.
- (e) The reports shall be in a format as agreed to in writing by the City and the vendor. One electronic and one hard copy of the final work products shall be delivered to the designated City Representative.
- (f) The vendor shall provide a certified statement prepared by a Certified Public Accountant which shows gross receipts for the preceding year, each and every year of the term of this Agreement and for any extension or renewal thereof.

4. **City Responsibilities**

- (a) The City will not knowingly refer any accounts where the account holder is serving on active duty in the United States Armed Forces, VISTA or Peace Corps, or under bankruptcy.
- (b) The City will provide the vendor the account type, account number, name, last known address, invoice/document ID, invoice date and balance due for all accounts submitted for collection service. The City will provide additional information based on account type and whether the information is available. The City will provide additional information based on account type, when it is available, including such data as telephone number, email address, citation and plate number (ATE accounts only), and taxpayer identification number.

D. CONTRACT TERM:

1. The initial term of this contract shall be for three (3) years. The City and the vendor may renew the original contract for an additional three (3) years by written mutual agreement between the City and the vendor.
2. This contract pricing will be a firm fixed price contract. The firm fixed price shall be stated either as a percentage of debt collected or as a flat fee per invoice collected for the services requested.
3. Upon renewal of the contract, the City reserves the right to accept or reject any rate increases, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract.

E. PROPOSAL REQUIREMENTS:

1. If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer should contact the City representative listed on page one (1) of this document no later than **January 5, 2016, 5:00 p.m. (local time)**. All questions must be in e-mail form in order to receive a response.
2. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a vendor concludes vendor acceptance of the terms and conditions herein, unless otherwise stated.
3. Generally accepted accounting principles shall apply to any detail not covered in the Request for Proposal specifications and to any omission of the specification.
4. The format of the vendor's proposal must be consistent with the format of the specifications listed.
5. The proposer is responsible for all costs related to the preparation of the submitted proposal.
6. If requested, the City of Iowa City reserves the right to interview the proposer; this request shall be at no cost to the City.
7. Any costs associated with this project not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges proposed herein.
8. Proposed pricing shall specify F.O.B. destination for any goods or services provided as a result of this contract.

9. Proposals shall be valid for one hundred twenty (120) days from proposal due date.
10. 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 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 interview
 - (e) To respond to a written request for clarification or additional information
11. Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

F. 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 vendor'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 vendor during discussions or negotiations will be held by the City of Iowa City as contractually binding on the successful vendor.

G. OWNERSHIP OF DOCUMENTS:

All reports, documents, information, presentations, and other materials prepared by the vendor in connection with the contract resulting from the proposal are the sole property of the City of Iowa City in which the vendor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the vendor by the City shall remain the sole property of the City and, except for the vendor's limited possession for the purpose of carrying out this contract, shall be returned to the City at the conclusion of the contract.

H. CONTRACT MODIFICATIONS:

The City reserves the right to make changes to the scope of services of the contract. No assignment, alteration, change, or modification of the terms of the 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 services until authorized in writing by the City. The vendor shall make no claim for additional changes compensation in the absence of an amendment of the contract executed by both the City and the vendor. The contract resulting from the Request for Proposal may only be amended, supplemented or modified by a written document executed in the same manner as the contract.

I. EVALUATION PROCESS:

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, pricing, and overall responsiveness to the Request for Proposal. The evaluation committee may conduct discussions with any vendor that submits an acceptable or potentially acceptable proposal. Vendors 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 vendor. The evaluation committee reserves the right to request that the vendor provide additional information during this process.

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the 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>EVALUATION CRITERIA</u>	<u>ASSIGNED POINTS</u>
1.) Experience, Qualifications, References	30
2.) Staff Training, Company Procedures, Company Performance	40
3.) Contract Pricing/Fees	30
Total Points	100

J. CONTRACT AWARD:

1. The vendor’s proposal must be complete to be considered for award.
2. The vendor shall not subcontract any part of this contract without the prior written approval of the City. All subcontractors working on this contract must be employed by and responsible to the awarded vendor. All payments for this contract will be made to the awarded vendor.
3. The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all 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 120 calendar days of the proposal due date.
5. Award, if made, will be in accordance with the terms and conditions herein.
6. Award, if made, shall be in the form of a contract purchase order.
7. Any change to the contract must be approved in writing by the Purchasing Agent and the vendor.
8. Consideration may be given to, but not limited to, the vendor’s qualifications and experience with past and present clients, customer satisfaction and references, proven success of the vendor, vendor’s financial stability, the vendor’s training program and methods used to perform the services, the vendor’s ability to comply with the requirements and specifications of this Request for Proposal, and compensation/pricing.
9. Awarded vendor will be given the City’s **Contract Compliance Document** to complete and return before commencement of contract.
10. By submitting a proposal in response to this Request for Proposal, the vendor acknowledges that the proposal submitted shall become public information after the contract is awarded.

11. Awarded vendor will be required to submit a current certificate as specified in Section III-B. The certificate of insurance shall be submitted prior to commencement of the contract and 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 vendor will provide a Collection Bond in favor of the City of Iowa City, in a form acceptable to the City, to provide for payment to the City of monies collected in the name of the awarded vendor for the City of Iowa City which were not remitted to the City by the awarded vendor in accordance with the terms and conditions of the Request for Proposal in the amount of \$30,000.00.

13. The City reserves the right to contract with other vendors for similar services as needed.

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

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.
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. 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

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

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

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

C. SPECIFICATIONS

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

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

2. PROPOSED ALTERNATE. When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by the City unless the Proposer specifically proposes an alternate. In bidding on a proposed alternate, the Proposer shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed

alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

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

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

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

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. This contract shall be governed by the laws of the State of Iowa.

5. CONTRACT ALTERATIONS. No alterations or variables in the terms of a contract shall be valid or binding upon the City unless authorized in writing by both parties.
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 PROVISIONS

1. **INVOICING**. Following acceptance of the work performed under 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 the contract PO number, the City invoice/document id, City account number, date collected, dollar amount collected, collection fee, and any other pertinent information.

Submit invoice to:
City of Iowa City
Purchasing Division
410 E Washington St.
Iowa City, Iowa 52240

2. WITHHOLDING PAYMENT. Consideration for withholding payment shall include failure to meet contract requirements, unsatisfactory job performance or progress, disputed work, 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.
3. 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 IV. CITY OF IOWA CITY WAGE THEFT POLICY

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

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

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

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

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

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

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

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

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

SECTION V. COMPANY INFORMATION & PRICING FORM

The proposer shall submit a firm fixed price stated either as a percentage of debt collected or as a flat fee per invoice/document id collected.

Option 1: Percent of Debt Collected _____ (List Percentage)

Option 2: Flat Fee per Invoice/Document ID Collected _____(List Price)

List below any other proposed rate schedule or fee:

Exceptions, Deviations or other Agreements

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

If a your firm intends to request that the City sign an agreement in connection with the award of this contract, the form must be submitted with the proposal for review by the City’s legal counsel during the evaluation of proposals. If such contract or agreement requires that payments be remitted to a payee other than the firm, the firm shall indicate the name and address of the payee to whom the firm would request payments to be made, and the payee’s relationship to the firm.

In the event any agreement or contract contradicts the City’s requirements, the proposal may be rejected due to the contradiction unless the firm indicated deletion of such clauses. If the contract or agreement indicates a payee other than the firm, the firm indicated must also indicate concurrence with the deletion of such clauses. If no agreement is included with the proposal, no such form will be approved by the City during the evaluation or award processes or following award of contract.

Prohibited Interest

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 liens or unsatisfied judgments presently existing against your firm in the space provided below. If your firm has no liens or unsatisfied judgments you must state this also.

City of Iowa City Wage Theft Policy

Your firm must carefully review the policy included in section IV of this Request for Proposal. Any objection that your firm has regarding this policy must be stated in the space provided below. If your firm is in agreement with this policy and is able to uphold the policy, provide a statement in the space provided below.

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

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

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

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

Name: _____

Phone Number: _____

E-mail Address: _____

AUTHORIZED SIGNATURE

Name of Firm: _____

Address: _____

Phone Number & Fax Number: _____

E-Mail Address: _____

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____

Date Signed: _____