



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

**DATE:** May 5, 2017

**REQUEST FOR PROPOSAL:** #17-92, City Printed Clothing

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

**ADDRESS PROPOSALS TO:**

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

Proposals shall be in a **sealed** envelope or container and clearly marked on the front "**Request for Proposal for City Printed Clothing, RFP #17-92.**"

FAXED and E-MAILED Proposals will not be accepted.

**QUESTIONS:** All questions and clarifications regarding this Request for Proposal will be accepted until **May 12, 2017, noon (local time)** by **e-mailing** the following representative. All questions must be in writing in order to receive a response.

**Purchasing**

Christine Weinard  
Buyer I

[christine-weinard@iowa-city.org](mailto:christine-weinard@iowa-city.org)

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

**NO CONTACT POLICY:** After the date and time established for receipt of proposals by the City, any contact initiated by the proposer with any 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.

**PROPOSALS ARE DUE NO LATER THAN:** 2:30 p.m. (local time), May 23, 2017. Proposers shall submit six (6) copies of their proposal (each copy shall be complete with all supporting documentation).

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.

**BONDS AND INSURANCE:** Insurance is required, as specified in Section III-B.  
No bid security or performance bond is required.

**INDEX:** Section I Proposal Requirements Checklist  
Section II Specific Conditions and Instructions to this Proposal  
Section III General Conditions and Instructions to Proposers  
Section IV References  
Section V Cost Form and Company Information  
Section VI Model Manufacturing Facilities Inquiry  
Section VII Wage Theft Policy

**SECTION I. PROPOSAL REQUIREMENTS CHECKLIST**

**The following items must be included in all six (6) copies of the vendor's submitted proposal.**

**Item 1: Cover Letter and Company History**

Each proposer is to include with its Proposal a cover letter on the proposer's letterhead with the name, address, phone number and email address of the person(s) who will serve as the Principal Contact with the City for this contract. In addition, the proposer must provide detail on the history of your company, the number of years in the apparel business, number of employees, longevity of the contract team, experience working with municipalities and qualifications to supply printed clothing.

**Item 2: Customer Service**

Describe in detail the type of customer service your company will be offering the City of Iowa City. Include such items as how to place an order, how the items will be delivered, timetable for delivery, how to return an order due to quality issues, material or color issues, or sizing issues, how your company deals with problems, etc.

**Item 3: References**

The vendor must include at least three (3) current references with whom the proposer has provided similar products and services as listed in the scope of this Request for Proposal, including name and address of company, name, title, and phone number of contact person. References from the bidder must include agencies **other than the City of Iowa City**.

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

**Item 4: Completed Cost Form and Company Information**

A completed and signed the cost form along with company information. This form must be legibly handwritten or typed.

***The form provided in Section V must be used; substitute forms will not be accepted.***

**Item 5: Model Manufacturing Facilities Inquiries**

The proposer must include the Model Manufacturing Facilities Inquiries document with the submitted proposal. Preference for award may be given to apparel manufactured and assembled in the USA. Completion of the City of Iowa City Policy (Model Manufacturing Facilities Inquires) is not mandatory. Preference will be given to those who follow the Code of Conduct and complete the form.

***The form provided in Section VI must be used; substitute forms will not be accepted.***

**Item 6: Swatches**

A complete array of swatches representing colors and materials available from standard manufacturers must be included with the proposal. The proposer will be responsible for delivery and return shipping for any and all materials that need to be returned to the proposer.

**Item 7: Wage Theft Policy**

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

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

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

The City of Iowa City is seeking contract pricing from qualified vendors to provide and screen print new and unused clothing items for various departments and divisions of the City of Iowa City per the terms, conditions, and specifications included in this Request for Proposal document. Clothing items may be ordered throughout the term of the contract.

To complete the evaluation process, the City may request a sample of each piece of proposed clothing. If requested, at least one piece of clothing must contain a sample of the proposer's printing. The proposer will be responsible for delivery and shipping fees for all products that are delivered to the City, as well all products that are returned to the proposer.

**B. ESTIMATED YEARLY QUANTITIES:**

The following table lists the estimated yearly quantities for this contract. The items and quantities listed below serve only as an estimate and shall be used as a guide for proposers.

Option	Type	Description	Quantity
1	T-Shirt	100% cotton, preshrunk, short sleeve	400 each
2	T-Shirt	100% cotton, preshrunk, short sleeve, child sizes	275 each
3	T-Shirt	50/50 cotton blend, short sleeve	750 each
4	T-Shirt	50/50 cotton blend, short sleeve, child sizes	750 each
5	T-Shirt	50/50 cotton blend, long sleeve	10 each
6	Sweatshirt	50/50 blend, no hood	10 each
7	Sweatshirt	Blended, no hood, heavyweight	12 each
8	Hooded Sweatshirt	50/50 cotton blend, no zipper	15 each
9	Hooded Sweatshirt	50/50 cotton blend, full front zipper	15 each
10	Polo Shirt	50/50 blend, short sleeve, pocket	10 each
11	Polo Shirt	50/50 blend, short sleeve, no pocket	10 each
12	Polo Shirt	100% cotton, short sleeve, no pocket	10 each
13	Fire - T-Shirt	100% cotton, preshrunk, short sleeve	100 each
14	Fire - Sweatshirt	90/10 cotton blend, no hood	50 each
15	Fire - Sweatpants	50/50 blend	50 each
16	Fire - Shorts	90/10, pre-shrunk	50 each

**C. CONTRACT TERM:**

1. The term of this contract shall be for one (1) year and will commence on the date stated on the Contract Purchase Order.
2. No price escalation will be allowed during the original term of this contract.
3. This contract may be renewed at the expiration of its term with the mutual consent of the City and the successful vendor. The renewal may be for four (4), one (1) year periods upon mutual consent of the parties involved. Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Division. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract.

**D. ADDITIONS TO CONTRACT:**

1. The City reserves the right to request pricing for additional items of clothing from more than one vendor. The City reserves the right to accept or reject the pricing submitted.
2. An amendment will be initiated by the Purchasing Division for any modifications to the City Printed Clothing Contract; this includes any requests made by the City for additional types of clothing beyond what is referenced Section V – Cost Page and Company Information.
3. The vendor will be able to proceed with the contract modification once both parties have signed the amendment and the Purchasing Division has issued a change order to the vendor for the contract modification.
4. The City reserves the right to add or delete quantities and styles. Pricing for additional items will be incorporated into the contract upon acceptance by the City.

**E. DEFAULT:**

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.

**F. PROPOSAL REQUIREMENTS:**

1. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. Lack of knowledge of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful proposer from any obligation to comply with every detail and with all provisions and requirements of the contract documents, and will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the proposer.
2. The proposer is responsible for all costs related to the preparation of this proposal, including sample products.
3. The format of the vendor's proposal must be consistent with the format of the specifications listed.
4. The submission of a proposal by the vendor implies the vendor's acceptance of the terms and conditions of this proposal, unless otherwise stated. If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer must e-mail the Buyer [christine-weinard@iowa-city.org](mailto:christine-weinard@iowa-city.org) no later than **noon (local time), May 12, 2017**. All questions must be in writing in order to receive a response.
5. Proposers are required to meet all qualifications and specifications of this proposal in order to be considered for award.
6. The proposer shall comply with the true intent of the proposal (not take advantage of any unintentional error or omission), but shall fully complete every material part as the true intent and meaning of the proposal.
7. Any costs associated with delivery, labor, set-up, printing and purchase of the clothing not specifically set forth in this Request for Proposal will be the responsibility of the proposer, and will be deemed included in the fees and charges proposed herein.
8. Proposed Pricing shall specify F.O.B. destination and include all delivery and shipping charges.
9. Separate prices shall be provided for all items listed.

10. Responses may be rejected if the vendor or 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 the equipment and services described in this Request for Proposal
- c. To respond to a written request for clarification or additional information, and complete all required forms

**G. CLOTHING SPECIFICATIONS:**

1. All products are ADULT sizes unless otherwise stated.
2. Designs and ink colors will differ for various products.
3. All printing will be one color ink per option, with an add-on for optional multi-color printing.
4. All printing will be on the front, front and back, or front and sleeve unless otherwise specified.
5. Samples or incorrectly printed products for the **City of Iowa City** MAY NOT BE SOLD OR DISTRIBUTED EXCEPT TO the City of Iowa City.
6. Detailed specifications for each product are included in Section V. Cost Form and Company Information.
7. “Minimum order” refers to the initial order for each option.
8. “Minimum reorder” shall not exceed twelve (12) each per option, with a preference for six (6) each per option.
9. Delivery requirements will be stated on the Contract Purchase Order as the following: Items should be received by the Division placing the order no later than 21 days after the date of order. **On-time delivery is critical. Late delivery may result in termination of the contract** (Section II-H-3).
10. **Reorders shall not be charged for printing screens.**
11. The City may use its own artwork when available.
12. Annual quantities are estimated for the most commonly used clothing items in Section V. Cost Form and Company Information. The City of Iowa City has no obligation to buy a guaranteed amount of clothing as a result of this contract.

**H. GENERAL PROVISIONS:**

1. The company shall provide the best quality material and services available in accordance with standard industry practices. Failure to provide quality material and/or service may lead to termination of this contract by the City.
2. The City of Iowa City has no obligation to buy a specific number of units as a result of this contract.
3. The vendor shall deliver needed items in a timely fashion, but no later than 21 calendar days after being ordered. If the delivery schedule is not met, the City of Iowa City may terminate this contract.
4. Unless otherwise specified, the vendor shall unconditionally guarantee the materials, workmanship, and fit of the clothing. If any defects or signs of deterioration are noted which in the City’s opinion are due to faulty workmanship, materials, or miss-fitting of the clothing, the vendor, upon notification and at his/her **expense**, shall replace the clothing within thirty (30) days of the City’s written notice to the vendor. The replacement of the

clothing shall be made only at such time as shall be designated by the City as least detrimental to the operation of City business.

Regardless of any statement to the contrary, the vendor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

5. Failure of the vendor to provide commodities within the time specified, unless extended in writing by the City, or failure to replace rejected commodities 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 services of comparable worth to replace the articles rejected or not delivered. On all such purchases, the vendor shall reimburse the City, within 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 vendor. If the contract is not cancelled, such purchases shall be deducted from the contract quantities. The City reserves the right to accept commodities delivered which do not meet specifications, subject to an adjustment in price to be determined by the City.
6. The vendor shall be responsible for any commodities covered by this contract. In addition, the vendor shall bear all risk for rejected commodities after written notice of rejection. Rejected commodities and services shall be replaced by and at the expense of the vendor after written notification of rejection.

Upon vendor's failure to replace commodities within the timeframe identified, the City may return the rejected commodities to the vendor at the vendor's risk and expense, or the City may dispose of them as its own property.

7. Initial inspection of commodities shall be conclusive except as regards to latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities shall be made within a reasonable time after delivery, but failure to inspect and accept or reject commodities and services shall not impose liability on the City if such commodities and services are not in accordance with the specifications. All commodities delivered to the City shall be accepted subject to inspection and physical count.
8. Defective clothing items with City emblems or logos must be destroyed and not resold. The vendor shall replace the clothing item, when the corrected item is received by the City, the incorrect item shall be returned to the vendor at the vendor's expense.
9. The City may use its own artwork when available. All artwork for this contract shall become the property of the City of Iowa City.

**I. 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.

**J. 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 entire 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.

**K. CHANGES IN ORGANIZATION:**

All firms are obligated to inform the City of Iowa City, in a timely manner, of any changes to key personnel, ownership, financial position or any other information related to this project after the submittal of a proposal. Once the contract has been awarded, the awarded firm will be responsible for informing the City representative of these changes.

**L. CONTRACT AWARD:**

1. The vendor's proposal must be complete to be considered for award.
2. 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.
3. When in the best interest of the City of Iowa City, the contract may be awarded to two (2) or more vendors. If a vendor is not able to guarantee pricing based on receiving an award for only one of the clothing items, the vendor must take exception to the request for proposal. All changes, including price, must be made before the vendor's proposal is submitted.
4. The City is in no way restricted from obtaining the items specified in this contract from other vendors as needed.
5. It is the intent of the City to make an award within sixty (60) working days of the proposal due date.
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 Purchase Order. Orders will be placed by various Departments using the contract purchase order.
8. Consideration may be given to discounts and pricing, past experience, references, qualifications, prompt delivery, customer service, material quality and durability, and distance from Iowa City.
9. Any change to the contract must be approved in writing by the Purchasing Agent and the vendor.
10. Awarded vendor will be given the City's Contract Compliance Document to complete and return before the purchase order is issued.
11. Awarded vendor will be required to submit a current certificate of insurance, before a purchase order is issued, see Section III-B. 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 noted as A or better by A.M. Best

**M. 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 offeror that submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of the discussions, the evaluation committee shall not disclose any information derived from one proposal to any other offeror. The evaluation committee reserves the right to request the offeror provide additional information and clothing samples (including printing) during this process. The proposer will be responsible for delivery and shipping fees for all products that are delivered to the City, as well as all products that need to be returned to the proposer.

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the vendor to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the vendor. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. 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 contractor acceptance of the evaluation technique and contractor recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”**

**EVALUATION CRITERIA**

**ASSIGNED POINTS**

Delivery time frame	20
Customer service, qualifications, and past experience with the City	25
Price	25
Material quality, durability, and color selection	<u>30</u>
<b>Total</b>	<b>100</b>

**The above conditions and instructions clarify this specific 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. Responses to this Request for Proposal become the exclusive property of the City of Iowa City. All documents submitted in response to this Request for Proposal may be regarded as public records and may be subject to disclosure. Protection from disclosure may apply to those elements in each submittal which are marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". During the course of the submittal evaluation process or the course of the project, City of Iowa City will accept materials clearly and prominently labeled "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by the respondent or other submitting party. The City of Iowa City will not advise as to the nature of the content of the documents entitled to protection to disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" as it determines to be appropriate. Respondents which indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be deemed non-responsive.

The City of Iowa City will endeavor to advise the Respondent of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the proposer or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested material, the proposer shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the proposer of the request for disclosure, and the City of Iowa City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City of Iowa City or their officers, employees, consultants, or subconsultants.

8. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. COLLUSIVE PROPOSING. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. OFFICERS NOT TO BENEFIT. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. EQUAL EMPLOYMENT OPPORTUNITY. All Proposers are subject to and must comply with the provisions of the City's 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. **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 website 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.
8. **DELIVERY FAILURES.** Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.
10. **FORCE MAJEURE.** The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
11. **INDEMNITY.** The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

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

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

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyright or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
- b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

12. **ANTI-DISCRIMINATION.** Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.
13. **CHOICE OF LAW AND FORUM.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this proposal, including but not limited to any resulting Contract, without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this proposal or any resulting Contract shall be brought and maintained solely in Johnson County District Court for the State of Iowa, Iowa City, Iowa, or in the United States District Court for the Southern District of Iowa, Davenport Division, Davenport, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability in State or Federal court, which may be available to the City of Iowa City.

**F. PAYMENT PROVISIONS**

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.
2. **INVOICING.** Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice to:

(City Division)  
City of Iowa City  
410 East Washington St.  
Iowa City, Iowa 52240

3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.
4. **TAXES.** The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

**SECTION IV. REFERENCES**

The vendor must provide a minimum of three (3) current references where work has been performed similar in scope to this Request for Proposal. The proposer must complete all of the required information listed below, including company name, company address, company contract, title of contract, and phone number of contact. The City reserves the right to contact the company regarding the performance of the vendor.

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

*Substitute forms will not be accepted. The vendor must complete and submit this form.*

1.) Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

2.) Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

3.) Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Note:** The vendor may include a separate page with the proposal for additional references.



**SECTION V. COST FORM AND COMPANY INFORMATION**

*The forms provided in this section must be used; substitute forms will not be accepted.*

**A. OPTIONS AND PRICES****1. 100% Cotton T-shirt – Short Sleeve (Preferred brand: *Gildan or Equivalent*)**

- a. Shirts shall be 100% cotton, short sleeve, preshrunk, approved by the City of Iowa City.
- b. Printing will be on the front and back or front and sleeve or front only.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Price and colors for **Adult** sizes:

	Cost Each	Colors	Specify Colors Available
S -- XXL	\$	White	
XXXL	\$	White	
S -- XXL	\$	Light Colors:	
XXXL	\$	Light Colors:	
S -- XXL	\$	Dark Colors:	
XXXL	\$	Dark Colors:	
S -- XXXL	\$	Premium Colors	

**2. 100% Cotton T-shirt – Short Sleeve (Preferred brand: *Gildan or Equivalent*)**

- a. Shirts shall be 100% cotton, short sleeve, preshrunk, approved by the City of Iowa City.
- b. Printing will be on the front and back or front and sleeve or front only.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Price and colors for **Child** sizes:

Size	Cost Each	Colors	Specify Colors Available
	\$	White	
	\$	Light Colors:	
	\$	Dark Colors:	
	\$	Premium Colors	

**3. 50/50 Cotton Blend T-shirt – Short Sleeve (Preferred brand: Gildan or Equivalent)**

- a. Shirts shall be 50% cotton/50% polyester, short sleeve, approved by the City of Iowa City.
- b. Printing will be on the front and back or front and sleeve or front only.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Price and colors for **Adult** sizes:

	Cost Each	Colors	Specify Colors Available
S -- XXL	\$	White	
XXXL	\$	White	
S -- XXL	\$	Light Colors:	
XXXL	\$	Light Colors:	
S -- XXL	\$	Dark Colors:	
XXXL	\$	Dark Colors:	
S -- XXXL	\$	Premium Colors	

**4. 50/50 Cotton Blend T-shirt – Short Sleeve (Preferred brand: Gildan or Equivalent)**

- a. Shirts shall be 50% cotton/50% polyester, short sleeve, approved by the City of Iowa City.
- b. Printing will be on the front and back or front and sleeve or front only.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Price and colors for **Child** sizes:

Size	Cost Each	Colors	Specify Colors Available
	\$	White	
	\$	Light Colors:	
	\$	Dark Colors:	
	\$	Premium Colors	

**5. 50/50 Cotton Blend T-shirt – Long Sleeve (Preferred brand: Gildan or Equivalent)**

- a. Shirts shall be 50% cotton/50% polyester, long sleeve, approved by the City of Iowa City.
- b. Printing will be on front only, one color ink.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Price and colors for **Adult** sizes:

	Cost Each	Colors	Specify Colors Available
S -- XXL	\$	White	
XXXL	\$	White	
S -- XXL	\$	Light Colors:	
XXXL	\$	Light Colors:	
S -- XXL	\$	Dark Colors:	
XXXL	\$	Dark Colors:	
S -- XXXL	\$	Premium Colors	

**6. 50/50 Cotton Blend, Crew Neck Sweatshirt (Preferred brand: Gildan or Equivalent)**

- a. Shirts shall be 50% cotton/50% polyester, long sleeve, approved by the City of Iowa City.
- b. Printing will be on the front only, one color ink.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Price and colors for **Adult** sizes:

	Cost Each	Colors	Specify Colors Available
S -- XXL	\$	White	
XXXL	\$	White	
S -- XXL	\$	Light Colors:	
XXXL	\$	Light Colors:	
S -- XXL	\$	Dark Colors:	
XXXL	\$	Dark Colors:	
S -- XXXL	\$	Premium Colors	

**7. Blended, Crew Neck Sweatshirt, Heavyweight (Preferred brand: Hanes or Equivalent)**

- a. Shirts shall be cotton/polyester blend, heavyweight, 10 oz. plus, approved by the City of Iowa City.
- b. Printing will be on the front only, one color ink.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Price and colors for **Adult** sizes:

	Cost Each	Colors	Specify Colors Available
S -- XXL	\$	White	
XXXL	\$	White	
S -- XXL	\$	Light Colors:	
XXXL	\$	Light Colors:	
S -- XXL	\$	Dark Colors:	
XXXL	\$	Dark Colors:	
S -- XXXL	\$	Premium Colors	

**8. Blended, Hooded Pullover Sweatshirt (Preferred brand: Gildan or Equivalent)**

- a. Shirts shall be cotton/polyester blend, long sleeve, hooded, approved by the City of Iowa City.
- b. Printing will be on the front only, one color ink.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Price and colors for **Adult** sizes:

	Cost Each	Colors	Specify Colors Available
S -- XXL	\$	White	
XXXL	\$	White	
S -- XXL	\$	Light Colors:	
XXXL	\$	Light Colors:	
S -- XXL	\$	Dark Colors:	
XXXL	\$	Dark Colors:	
S -- XXXL	\$	Premium Colors	

**9. Blended Hooded Sweatshirt, Full Front Zipper (Preferred brand: *Gildan or Equivalent*)**

- a. Shirts shall be cotton/polyester blend, long sleeve, hooded, with full front zipper approved by the City of Iowa City.
- b. Printing will be on the front only, one color ink.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Price and colors for **Adult** sizes:

	Cost Each	Colors	Specify Colors Available
S -- XXL	\$	White	
XXXL	\$	White	
S -- XXL	\$	Light Colors:	
XXXL	\$	Light Colors:	
S -- XXL	\$	Dark Colors:	
XXXL	\$	Dark Colors:	
S -- XXXL	\$	Premium Colors	

**10. Blended Polo Shirt – Short Sleeve – With Pocket (Preferred brand: *Gildan or Equivalent*)**

- a. Shirts shall be cotton/polyester blend, short sleeve, with pocket, approved by the City of Iowa City.
- b. Printing will be on the front only, one color ink.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Price and colors for **Adult** sizes:

	Cost Each	Colors	Specify Colors Available
S -- XXL	\$	White	
XXXL	\$	White	
S -- XXL	\$	Light Colors:	
XXXL	\$	Light Colors:	
S -- XXL	\$	Dark Colors:	
XXXL	\$	Dark Colors:	
S -- XXXL	\$	Premium Colors	

**11. Blended Polo Shirt – Short Sleeve – No Pocket (Preferred brand: Gildan or Equivalent)**

- a. Shirts shall be cotton/polyester blend, short sleeve, without a pocket, approved by the City of Iowa City.
- b. Printing will be on the front only, one color ink.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Price and colors for **Adult** sizes:

	Cost Each	Colors	Specify Colors Available
S -- XXL	\$	White	
XXXL	\$	White	
S -- XXL	\$	Light Colors:	
XXXL	\$	Light Colors:	
S -- XXL	\$	Dark Colors:	
XXXL	\$	Dark Colors:	
S -- XXXL	\$	Premium Colors	

**12. 100% Cotton Polo Shirt – Short Sleeve – No Pocket (Preferred brand: Gildan or Equivalent)**

- a. Shirts shall be 100% preshrunk cotton, short sleeve, without a pocket, approved by the City of Iowa City.
- b. Printing will be on the front only, one color ink.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Price and colors for **Adult** sizes:

	Cost Each	Colors	Specify Colors Available
S -- XXL	\$	White	
XXXL	\$	White	
S -- XXL	\$	Light Colors:	
XXXL	\$	Light Colors:	
S -- XXL	\$	Dark Colors:	
XXXL	\$	Dark Colors:	
S -- XXXL	\$	Premium Colors	

**13. Fire Department: 100% Cotton T-shirt – Short Sleeve (Preferred brand: Jerzees or Equivalent)**

- a. Shirts shall be navy blue 100% preshrunk cotton or better quality, approved by the City of Iowa City.
- b. Printing: Iowa City Maltese cross logo imprinted on the upper left chest area, and in capital letters IOWA CITY FIRE RESCUE imprinted in one color of ink on the back of the T-shirt.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Guaranteed Delivery \_\_\_\_\_ calendar days after receipt of order

(5) Price and colors for **Adult** sizes:

Size	Cost Each	Color
S -- XL	\$	Navy
XXL	\$	Navy
XXXL	\$	Navy

**14. Fire Department: 90/10 or 80/20 Sweatshirts – No Hood (Preferred brand: Jerzees or Equivalent)**

- a. Sweatshirts shall be navy blue Heavy Duty Z Class made of 90% cotton/10% polyester or 80%/20 polyester or better quality, approved by the City of Iowa City.
- b. Printing: Iowa City Maltese cross logo imprinted on the upper left chest area, and in capital letters IOWA CITY FIRE RESCUE imprinted in one color of ink on the back of the T-shirt.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Guaranteed Delivery \_\_\_\_\_ calendar days after receipt of order

(5) Price and colors for **Adult** sizes:

Size	Cost Each	Color
S -- XL	\$	Navy
XXL	\$	Navy
XXXL	\$	Navy

**15. Fire Department: 50/50 Sweatpants (Preferred brand: Jerzees or Equivalent)**

- a. Sweatpants shall be navy blue Heavy Duty poly cotton super sweats with pockets made of 50% cotton/50% polyester or better quality, approved by the City of Iowa City.
- b. Printing: Iowa City Maltese cross logo imprinted on the upper front left hip 7 ½ inches from waist band. In capital letters IOWA CITY FIRE RESCUE shall be imprinted on the outside right leg starting 7 inches from the waistband.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Guaranteed Delivery: \_\_\_\_\_ calendar days after receipt of order

(5) Price for Adult sizes:

Size	Cost Each	Color
S -- XL	\$	Navy
XXL	\$	Navy
XXXL	\$	Navy

**16. Fire Department: 90/10 Shorts**

- a. Shorts shall be heavy cotton poly shorts preferably with pockets, made of 90% cotton/10% polyester preshrunk material or better quality approved by the City of Iowa City.
- b. Printing: Iowa City Maltese cross logo imprinted on the lower left leg.
- c. Specify:

(1) Brand: \_\_\_\_\_

(2) Minimum Order: \_\_\_\_\_ each

(3) Minimum Reorder: \_\_\_\_\_ each

(4) Guaranteed Delivery: \_\_\_\_\_ calendar days after receipt of order

(5) Price for Adult sizes:

Size	Cost Each	Color
S -- XL	\$	Navy
XXL	\$	Navy
XXXL	\$	Navy



**B. SET-UP CHARGES AND DISCOUNT**

1. Artwork: \$\_\_\_\_\_ per hour.

The City may use its own artwork when available.

2. Screen Charge: \$\_\_\_\_\_ each, per color, per design.

**Note: Reorders shall not be subject to a screen charge.**

3. Print additional color: \$\_\_\_\_\_ per item, per color.

**Exceptions, Deviations or other Agreements**

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

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**Prohibited Interest**

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

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

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**Liens, Unsatisfied Judgments, Disciplinary Actions**

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

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**City of Iowa City Wage Theft Policy**

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

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**Voluntary Demographic Information**

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

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

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

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

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

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to 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: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

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

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

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

**SECTION VI. MODEL MANUFACTURING FACILITIES INQUIRY**

**In April of 2000, the City of Iowa City adopted a policy that states, in part, that procurement of goods and services shall be “conducted in a manner that is socially responsible and sensitive to the work environment of those who produce said goods and services.” Whenever possible, the City of Iowa City will acquire goods and services from responsible and ethical manufacturers.**

The City of Iowa City, therefore, requests proposers answer the following inquiry. Responses may be taken into consideration when Iowa City makes purchasing decisions. The inquiry is intended to provide companies with the opportunity to distinguish themselves from other proposers on ethical grounds.

**SOURCE OF PRODUCTS PURCHASED BY THE CITY OF IOWA CITY**

**Manufacturing Facility** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **e-mail** \_\_\_\_\_

**Information Provider Name & Title** \_\_\_\_\_

**Products** \_\_\_\_\_

*Using a separate form for each manufacturing facility, please obtain answers to all the inquiries below if possible. Enter “no disclosure” if information is withheld from you.*

1. State whether there is any known child, forced, or indentured labor within the manufacturing facilities? Identify the number and the ages of all minor employees.
2. Identify the hours worked daily by all employees, by job classification, including the times the employees begin and end each work period.
3. Are manufacturing employees free to speak up about working conditions without fear of reprisals?
4. Please identify by job classification, the wages and health benefits received by all employees engaged in the manufacture, distribution or servicing of contracts at each facility.
5. Provide the average wage per job classification, (excluding benefits), for full-time manufacturing workers at the facility.
6. State whether full-time manufacturing workers receive health insurance.  
       \_\_\_\_\_ Yes      \_\_\_\_\_ No
7. If the answer to #6 is yes, identify the percentage of the premium paid by the employer. \_\_\_\_\_%

Verified by:

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

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

**SECTION VII. CITY OF IOWA CITY WAGE THEFT POLICY**

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

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

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

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

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

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

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

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

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

WAGE THEFT AFFIDAVIT

STATE OF \_\_\_\_\_ )

) ss:

\_\_\_\_\_ COUNTY )

I, \_\_\_\_\_, upon being duly sworn, state as follows:

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

\_\_\_\_\_  
Signature

This instrument was acknowledged before me by

\_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_