



Request for Proposals for Consulting Services Related to the
Iowa City Asset Management Project 2020
Iowa City, Iowa

Summary

The City of Iowa City is soliciting proposals for consultant services for the study, selection, and implementation of a City-wide asset management system.

Project Objectives

The project generally consists of following three phases:

The first phase (study) is to determine the needs of the asset stakeholders. The selected consultant will meet with stakeholders to determine the status of the asset inventories, current asset data management methods, and expectations for an asset management system and associated policies. The consultant will then write a concise report identifying asset classes to be incorporated into the asset management system and the status of these classes relative to their ability to be immediately amenable to an asset management system. The City expects each asset class will be at different levels of asset inventory completeness as existing data management systems and dedicated data management staff varies with each department. The report will take this and other parameters into account to provide a primary recommendation and alternatives to achieve a City-wide asset management system. Cost opinions will be included. The report will make policy and phasing recommendations as necessary.

The second phase (selection) is to develop the procurement and other necessary documents for the purchase of services which may include asset inventory collection and software to enact the selected solution developed in the study phase. The consultant will stipulate the technical support and training requirements of the products and services. They will also attend all vendor meetings, provide minutes and reports as needed, and serve on the selection committee.

The third phase (implementation) is to monitor contracted services, facilitate the installation and implementation of software as a technical liaison, and to draft new policies for City staff to review and enact. The consultant will work with stakeholders of each asset class and contracted service providers to facilitate the implementation of the solutions developed in the study phase. Upon completion of this phase the asset management systems and procedures will be set for the continued development of each asset class.

Background

The City of Iowa City departments manage a diverse set of spatially distributed assets. Each set of assets, or asset class, exist as stand-alone datasets in various states of completeness and accuracy. The asset classes include, but are not limited to: the water utility, the wastewater utility, City fiber, streets, sidewalks, traffic control, park facilities, trees, city-owned properties, and trails. The City currently has an ERSI end-user license agreement. With each department managing their own asset data, portions of it are stored in ESRI data format. The City uses many programs to manage assets. These programs include, but are not limited to: Cartegraph, Cues, MUNIS, PlanIT Geo TreePlotter, and Energov LSM (Tyler Technologies).

The goal of this project is to assess the asset classes and the asset management systems currently used to then develop solutions to elevate each asset class onto a common asset management platform. Asset management consists of three distinct needs that build on each other in a pyramidal manner. The first or base is asset inventory – to know what assets there are to manage. The second is asset history – the ability to efficiently record with high data integrity asset relevant information (i.e. work orders, incidents, corrections). The third or pinnacle is asset analytics – the ability to ask the asset data questions to make data-driven decisions to more effectively allocate resources.

The intent is to approach the asset management system implementation with realistic expectations and consideration for the need for policies, products, and services.

Services

The consultant is encouraged to propose an approach to meet the City's needs as generally discussed in the Project Overview and with the information provided in the Background.

Schedule

The City desires to complete the project in a timely manner, with project documents ready to go out for procurement by **June 16, 2020**. An estimated proposal selection schedule is listed below:

November 15:	Distribution of RFP Documents
December 6:	RFP Questions Due
December 13:	Receive RFP Submissions
January 10:	Selection of Consultant
February 18:	Signed Contract for Consultant Services

Estimate of Fees

A fee estimate with breakdown of costs shall be included in the consultant's proposal. Hourly rates shall be included for all staff that will be expected to work on the project as described in the scope. Compensation for services is expected to be hourly not-to-exceed compensation.

Proposal Submittal Requirements

1. Submittal Deadline: **Friday, December 13, 2019 at or before 2:00 pm.**
2. Submittal Location: City of Iowa City, City Clerk's Office
Attn: Jonathan Durst, P.E.
410 E Washington St
Iowa City, IA 52240

3. Submittal Copies: Five (5) paper copies and one electronic copy.
4. Submittals shall include the following contents at a minimum:
 - a. Name and contact information of the design firm and primary contact person.
 - b. Statement of qualifications and examples of similar experience on other projects.
 - a. Project staff shall include an experienced Project Manager and a GIS professional.
 - b. Example projects or qualifications shall demonstrate experience with asset management programs and large municipal GIS datasets
 - c. Description of project scope and understanding of project.
 - d. Proposed schedule.
 - e. Estimate of fees broken down by task and standard hourly rates.
 - f. Signed wage theft policy (enclosed).
5. Submittals shall be limited to no more than twenty (20) pages single-sided, or ten (10) pages double-sided.
6. Submittals will be evaluated on qualifications, understanding of project, reference projects, schedule, and fees.
7. The City will provide one hour for a meeting with candidate firms upon request.
8. The City reserves the right to interview candidate firms.

Contact Information

All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the representative listed below. All questions will be answered on an individual basis and will not be posted to the City's website. To receive a response, they must be in written form and be submitted via e-mail no later than **Friday, December 6, 4:00 p.m. (local time)**.

Jonathan Durst, P.E.

Phone: 319-356-5169

jonathan-durst@iowa-city.org

Enclosure

Copy of the City's Consultant Agreement template
Copy of the City's Wage Theft Policy

Consultant Agreement

This Agreement, made and entered into this _____ day of _____, _____, by and between the City of Iowa City, a municipal corporation, hereinafter referred to as the City and _____, of _____, hereinafter referred to as the Consultant.

Brief Project Description Beginning with "Whereas"

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

I. Scope of Services

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

Describe Scope of Services

II. Time of Completion

The Consultant shall complete the following phases of the Project in accordance with the schedule shown.

Present Schedule of Services

III. Compensation for Services

Describe Compensation

IV. General Terms

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

Copy of City's Consultant Agreement Template

- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be without the written consent of all Parties to said Agreement.
- D. It is understood and agreed that the retention of the Consultant by the City for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.
- E. It is agreed by the City that all records and files pertaining to information needed by the Consultant for the project shall be available by said City upon reasonable request to the Consultant. The City agrees to furnish all reasonable assistance in the use of these records and files.
- F. It is further agreed that no Party to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Iowa City, Iowa.
- G. At the request of the City, the Consultant shall attend meetings of the City Council relative to the work set forth in this Agreement. Any requests made by the City shall be given with reasonable notice to the Consultant to assure attendance.
- H. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the City, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultant shall not be liable for the City's use of such documents on other projects.
- I. The Consultant agrees to furnish all reports, specifications, and drawings, with the seal of a professional engineer affixed thereto or such seal as required by Iowa law.
- J. The City agrees to tender the Consultant all fees in a timely manner, excepting, however, that failure of the Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for the City to withhold payment of the amount sufficient to properly complete the Project in accordance with this Agreement.
- K. Should any section of this Agreement be found invalid, it is agreed that the remaining portion shall be deemed severable from the invalid portion and continue in full force and effect.
- L. Original contract drawings shall become the property of the City. The Consultant shall be allowed to keep reproducible copies for the Consultant's own filing use.
- M. Fees paid for securing approval of authorities having jurisdiction over the Project will be paid by the City.
- N. 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.

O. Indemnification.

1. To the full extent permitted by law, Consultant agrees to defend, indemnify, and hold harmless the City against any and all claims, **demands, suits, loss, expenses, including attorney's fees, and for any damages** which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, caused by Consultant's negligent acts, errors or omissions in performing the work and/or services provided by Consultant to the City pursuant to the provisions of this Agreement.
2. Consultant assumes full responsibility for any and all damage or injuries which may result to any person or property by reason of Consultant's negligent acts, errors or omissions in connection with the work and/or services provided by Consultant to the City pursuant to this Agreement, and agrees to pay the City for all damages caused to the City's premises resulting from the negligent acts, errors or omissions of Consultant.
3. **The Consultant's obligation to indemnify the City** shall not include the obligation to indemnify, hold harmless, or defend the City against liability, claims, damages, losses, or expenses, including attorney fees, to the extent caused by or resulting from the negligent act, error, or omission of the City.
4. For purposes of this paragraph, the term "Consultant" means and includes the Consultant, its officers, agents, employees, sub-consultants, **and others for whom Consultant is legally liable, and the term "City"** means and includes the City of Iowa City, Iowa its Mayor, City Council members, employees, and volunteers.

P. Insurance

1. The Consultant agrees at all times material to this Agreement to have and **maintain professional liability insurance covering the Consultant's liability for the Consultant's negligent acts, errors and omissions in the sum of \$1,000,000 Per Claim, \$1,000,000 Annual Aggregate, or a \$1,000,000 Combined Single Limit.** To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause (endorsement) shall be added.
2. Consultant agrees to provide the City a certificate of insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and certificates of Insurance shall provide a **minimum thirty (30) day endeavor to notify, when available by Consultant's** insurer. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice.

Q. Standard of Care.

Copy of City's Consultant Agreement Template

1. The Consultant shall perform services for, and furnish deliverables to, the City pertaining to the Project as set forth in this Agreement. The Consultant shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances. The Consultant shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.
 2. Consultant represents that the Services and all its components shall be free of defects caused by negligence; shall be performed in a manner consistent with the standard of care of other professional service providers in a similar Industry and application; shall conform to the requirements of this Agreement; and shall be sufficient and suitable for the purposes expressed in this Agreement.
 3. All provisions of this Agreement shall be reconciled in accordance with the generally accepted standards of the Engineering Profession.
 4. Consultant's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Consultant.
- R. There are no other considerations or monies contingent upon or resulting from the execution of this Agreement, it is the entire Agreement, and no other monies or considerations have been solicited.
- S. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa. Any legal proceeding instituted with respect to this Agreement shall be brought in a court of competent jurisdiction in Johnson County, Iowa. The parties hereto hereby submit to personal jurisdiction therein and irrevocably waive any objection as to venue therein, including any argument that such proceeding has been brought in an inconvenient forum.

For the City

By: _____

Title: _____

Date: _____

Attest: _____

For the Consultant

By: _____

Title: _____

Date: _____

Approved by:

City Attorney's Office

Date

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.

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.

Signature of Company Representative

Date