



Date: July 2, 2020

Request for Proposal: #21-31, Pre-poured Concrete Deck Truck Scale for the Landfill.

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

Due to public health concerns surrounding COVID-19, bids may be mailed or submitted electronically by email. Either way the bid is submitted, each bid must be complete with all the supporting documentation and follow the order outlined in Section One – Submittal Package Checklist.

If the proposal is mailed, address the proposals to:

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

Vendors must submit three (3) printed copies of the proposal. Proposals shall be sealed and clearly marked on the outside of your mailing envelope or container **“Request for Pre-poured Concrete Deck Truck Scale for the Landfill. RFP #21-31.”** Proposals must be received by the City Clerk's office **before 2:30 p.m. (local time) on July 21, 2020.**

If the proposal is emailed, it must be received by theresa-vanatter@iowa-city.org **before 2:30 p.m. (local time) on July 21, 2020.** Vendors must email one (1) copy of the proposal. Proposals shall have **“RFP #20-278”** in the subject line of the e-mail.

Faxed Proposals will not be accepted. All times and dates are Central Standard Time.

Questions: All questions and clarifications regarding this Request for Proposal will be accepted until **July 15, 2020, noon (local time)** by e-mailing the following City representative. **All questions must be in writing in order to receive a response.**

Purchasing Division
Theresa Vanatter, Buyer II
theresa-vanatter@iowa-city.org
(319) 356-5075

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 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.

A Pre-Submission Conference will be held at the City of Iowa City Landfill, 3900 Hebl Ave SW, Iowa City, IA. **The conference will be held on July 9th, 2020 at 11:00 A.M. Central Time. The Pre-**

Submission conference is not mandatory; the City of Iowa City strongly recommends that all interested contractors be in attendance. The Pre-Submission Conference will provide each contractor with an opportunity to discuss the City's requirements, to discuss the specifications related to the project, and to ask questions that pertain to this Request for Proposal. Please review the following Request for Proposal for the Pre-poured Concrete Deck Truck Scale for the Landfill before attending the Pre-Submission Conference.

Proposals are due no later than: 2:30 p.m. (local time) July 21, 2020. Proposers shall submit three (3) printed copies of their proposal or e-mail proposals as stated above.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, internet outages, 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 IV. No proposal security or performance bond is required.

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Section One – Submittal Package Checklist

Review the following checklist to make sure the contents listed below are included in all three (3) printed hard copies or the e-mailed copy of the proposal submission.

The required sections and specific content must be organized in the submitted proposal as they are listed below.

_____ Item A - Proposal Summary

A letter, on the proposer’s letterhead stationery, summarizing the submitted proposal. The letter must be signed by an officer of the proposer or a designated agent empowered to bind the firm in the contract offer.

_____ Item B - Company Information and Experience

The names, abilities, qualifications, and experience of the individuals who will be assigned to this contract and their experience on similar contracts.

_____ Item C – References (Section Five)

A minimum of three (3) references from past and/or present clients for contracts similar in scope to this contract. Include the company or agency’s name and address, the name, title, and phone number of each reference, and the term of the contract on the form. **References from other City of Iowa City employees will not be accepted.**

Complete and submit the form provided in Section Five.

_____ Item D – Pricing Sheet and Company Information Form (Section Six)

A completed and signed Pricing and Company Information Form. The City is not responsible for the vendor’s failure to provide information and pricing or required items. The submitted pricing must include all of the costs required to perform the tasks of this contract. Any costs not included in the vendor’s submitted proposal that are required to perform the services under this contract, will be the responsibility of the awarded vendor. These costs include, but are not limited to, labor, materials, equipment, freight, shipping, and travel, etc.

_____ Item E – Wage Theft Policy (Section Seven)

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

Complete and submit the form provided in Section Seven.

Commented [SB1]: Add the text here regarding the completion of the Wage Theft Policy

Section Two - Specific Conditions and Instructions to this Proposal

A. Scope:

The City of Iowa City is seeking a qualified vendor to remove and replace the existing concrete deck truck scale at the Iowa City Landfill and Recycling located at 3900 Hebl Avenue SW in Iowa City, Iowa. The vendor is to remove the existing concrete deck scale, and provide, install, and calibrate a new pre-poured concrete deck scale, including a scale indicator, at the Iowa City Landfill and Recycling Center ("Landfill"). The existing deck will be landfilled at no cost to the chosen vendor.

B. Background:

The Landfill receives trash, yard waste and multiple recycling streams from across its service area. The Landfill sees an average of 350 customers per day, most of whom must scale in and out for regulatory and payment purposes.

The Landfill currently utilizes a Fairbanks full electronic concrete deck scale with a pit; it was installed 1999. The dimensions are ten (10) feet by seventy (70) feet. The indicator is a Fairbanks Model FB6011 and was purchased and installed in July 2019.

C. Contract Term:

1. This contract is estimated to begin in **August of 2020**; the official contract start date will be designated as the date stated on the issued Purchase Order.
2. Due to the condition of the existing scale this contract must begin no later than 30 days following the award of the contract. Installation will take place over one long weekend. Landfill hours are 7 am to 4:30 pm Monday through Saturday. The preferred installation time is Thursday afternoon to Sunday night. Vendor will outline in the proposal their proposed timing for installation.

D. Pricing:

1. All prices/discounts shall be F.O.B. destination and shall include all charges (labor, travel, equipment, materials, etc.) that may be imposed in fulfilling the terms and conditions of this contract.
2. Prices/discounts shall remain firm for the duration of the contract.
3. Any costs associated with this contract not specifically set forth in this Request for Proposal will be the responsibility of the vendor and will be deemed included in the fees and charges bid herein.

E. Proposal Requirements:

1. If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer should contact the City representative listed on page one (1) of this document no later than **July 15, 2020, noon (local time)**. All questions must be in written form and submitted by e-mail in order to receive a response.
2. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a vendor concludes acceptance of the terms and conditions herein, unless otherwise stated.

3. **The format of the vendor's proposal must be organized in the order of the Submittal Package Checklist** and be consistent with the format of the specifications listed.
4. The proposer is responsible for all costs related to the preparation of the submitted proposal.
5. No bid security will be required; insurance will be required before commencement of the contract.
6. If requested, the City of Iowa City reserves the right to meet with the vendor to discuss the vendor's proposal; this request shall be at no cost to the City and will be scheduled by the Purchasing Division.
7. Proposals shall be valid for ninety (90) days from proposal due date.
8. Responses may be rejected if the vendor fails to perform any of the following:
 - a. To adhere to one or more of the provisions established in this Request for Proposal
 - b. To demonstrate competence, experience, and ability to provide services described in this Request for Proposal
 - c. To submit a response on or before the deadline and complete all required forms
 - d. To fulfill a meeting request
 - e. To respond to a written request for clarification or additional information

F. 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.

G. Contract Negotiations:

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

H. Evaluation Process:

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

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

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

I. Contract Award:

1. The vendor's proposal must be complete to be considered for award. The items listed on page three (3) submittal package checklist, must be completed and submitted with the vendor's proposal in order 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 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 reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
3. The City reserves the right to award the contract to more than one vendor. Call out for services will be based on the lowest bid price and vendor availability.
4. The City is in no way restricted from procuring services from other vendors as needed.
5. It is the City's intent to make an award within thirty (30) 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 Purchase Order.
8. Consideration may be given to quality of work, discounts and pricing, references, response time, customer service and experience, the vendor's facility, available equipment, and the past experiences of the City with the vendor.
9. Awarded vendor(s) must complete and return the City's contract compliance document before commencement of the contract.
10. Awarded vendor(s) will be required to submit a current certificate of insurance prior to commencement of work. The certificate of insurance shall include the following items:
 - The City of Iowa City will be named as additional insured
 - Project bid number and project title as the description
 - Insurance carrier will be rated as A or better by A.M. Best

POINT CATEGORY	ASSIGNED POINTS
1. Qualifications and experience	35
2. Price	25
3. Company Information and References Projects	25
4. Schedule	<u>15</u>
 Total	 100

Section Three – Specifications and Requirements

A. General Specifications:

The new scale will be level with the existing grade.

Before submitting a bid, each bidder will, at bidder's own expense, make examinations, investigations, explorations, tests and studies to obtain data pertaining to existing approaches, foundations, space restrains, or other conditions which may affect cost, schedule or performance of work being performed by the bidder. The space under the existing concrete deck is a confined space and requires the proper training and permissions for access.

All equipment shall be durable and suitable for the operation under conditions expected at the Landfill. The scale must have a demonstrated ability to perform reliably in similar truck weighing applications. The scale will be used according to manufacturer's requirements and recommendations and will be expected to perform per manufacturer's claims.

The scale and installation shall be in compliance with all applicable Federal and State of Iowa laws and regulations. The truck scale supplier will be responsible for completing scale installation applications as outlined in Scale Installation Requirements, Chapter 215, Iowa Department of Agriculture and Land Stewardship, Weights and Measures Division. The supplier shall also obtain any and all permits, state or local, required for installation or operation of a compatible truck scale.

As required by law in the State of Iowa, the scale manufacturer or dealer shall, upon being selected the successful bidder, submit to the department (upon forms provided by the department) the make, capacity of the scale, date of sale and date and location of its installation. **All bids must be on scales approved by the Iowa Department of Agriculture, per 215.14, Scale Installation Requirements.**

The selected bidder shall have received a certificate from the Iowa Department of Agriculture authorizing them to perform installation of new scales in the state.

Bidders must submit an accurate delivery date. Failure to comply with this date may result in the loss of the contract.

All items not meeting specifications must be specifically noted on the bid sheet along with dollar values of these items (greater or lesser in value).

Selection will be made based upon price, warranty, life cycle cost, maintenance provider, and delivery/installation schedule.

B. Technical Specifications:

The platform scales will meet, at a minimum, the following technical specifications:

1. The pre-poured concrete deck scale shall have a weighing surface that conforms to the dimensions of the existing pit, approximately 10 feet wide by 70 feet in length.
2. The scale shall be designed to perform as a single weighing platform.
3. The scale shall be fully electronic in design and shall not incorporate any mechanical weighing elements, check rods or check stays.
4. The scale shall have overall rated capacity of at least 100,000 pounds.
5. The scale shall have a Concentrated Load Capacity (CLC) of 90,000 pounds.
6. All critical parts of the scale including the load cells mounting hardware, cable, cover bolts, and fasteners shall be constructed of stainless steel or some other non-corrosive material.
7. The scale shall be NTEP (National Type Evaluation Program) approved and shall meet requirements as set forth by the National Institute of Standards and Technology (NIST) (formerly NBS) Handbook 44. The scale manufacturer shall provide a Certificate of Conformance to these standards.
8. A comprehensive lightning protection system shall be provided. Major scale components including load cells, modules, and digital scale indicator shall be included in the lightning protection system.
9. All scale components including load cells, modules, and digital scale indicator shall be grounded to one common point or some other equivalent grounding method.
10. The weighbridge shall be designed to allow easy access to load cell cables, base plates, and all foundation anchor bolts from the top of the scale platform.

C. Scale Foundation and Installation Specifications:

1. Existing concrete deck to be removed by vendor. Landfill staff will transport to fill area at no cost for disposal. Vendor will clean pit.
2. The scale must fit within specifications of existing foundation. The City highly recommends bidder do on-site measurement prior to submitting a bid as the measurements provided are strictly for informational purposes. Appointments can be set by calling Theresa Vanatter at 319 356 5075.
3. 110V AC power (dedicated service) is run to the current scale system. As needed, conduits and pathways will be provided and/or modified by the bidder. Cables to connect scale to scale instrument inside scale house must be included in the bid.
4. Installation must include wiring, testing and calibrating.
5. Vendor will place in service with Iowa State Weights and Measures for immediate commercial use.

D. Scale removal and replace schedule Specifications:

1. Installation will take place over one long weekend. Landfill hours are 7 am to 4:30 pm Monday through Saturday. The preferred installation time is Thursday afternoon to Sunday night. Vendor will outline in the proposal their proposed timing for installation.

E. The Load Cell will meet, at a minimum, the following technical specifications:

1. Each cell shall be 65,000 pounds per minute capacity, NTEP certified, and meet NIST H-44 for Class III L devices.
2. Load cells shall be digital, with microprocessor, stainless steel construction, hermetically sealed, with positive-lock quick connectors integral to housing.
3. Access to load cells will be from the top of scale, through a minimum of two (2) steel panels secured by stainless steel bolts. Element cables shall be stainless steel sheathed. These elements will be factory installed within the scale frame and factory wired, complete with rodent barriers at cable entrance points.
4. The load cells shall not require a junction box to communicate between the load cell and scale instrument. No other devices shall be permitted between the load cell and the digital weight display. Junction boxes, summing boards, gathering boards, gathering boxes, totalizers, external analog to digital converter boxes and sectional controller boxes will not be accepted because of their significant and inherent maintenance issues.

F. The Scale Instrumentation will meet, at a minimum, the following technical specifications:

1. Provide one microprocessor based digital weight indicator/controller. If the current indicator can be reused with the new scale, please reflect this as a deduction in the quote.
2. The scale instrument shall be housed in an enclosure that is suitable for desktop mounting.
3. The scale instrument shall be capable of performing calibration, span, zero and shift adjustments.
4. The scale instrument shall display an error code in the event of a load cell failure. The error code will identify the failed load cell and the cause of the failure.
5. The scale instrument shall be capable of being programmed and calibrated in pounds, kilograms, or tons.
6. The scale instrument shall have a digital readout.
7. The scale instrument shall have data communications capabilities, by USB (preferred) or via Db25 connection com port RS232, RS422, RS485 or 20 mA current loop.
8. The scale instrument shall be UL/cUL listed.

9. The scale instrument shall accept data from the scale and send data to the Landfill-supplied computers equipped with Paradigm software.

G. **Warranty requirements will meet, at a minimum, the following:**

1. The scale manufacturer shall warrant the scale assembly including all load cells, weighbridge structure, scale instrument, and associated cables from failures due to a defect in manufacturing, workmanship, lightning, or surge voltages for a period of five (5) years from the date of installation.
2. The warranty shall cover all costs associated with replacement parts, travel, mileage, on-site labor and recalibration after repair, the full cost of which shall be supported solely by the manufacturer and not in part by any other third party.

Section Four – General Conditions and Instructions to Proposers

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

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

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

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

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

A. Conditions for Proposing

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

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

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

2. **Completeness/Authorization of Proposal.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and email of primary contact (signer) 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.** faxed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

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

If the proposal is e-mailed the proposal must be emailed to theresa-vanatter@iowa-city.org. Vendors must email one (1) copy of the proposal. Proposals shall have "21-31, Pre-poured Concrete Deck Truck Scale for the Landfill" in the subject line of the e-mail.

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

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

5. Receipt of Proposals. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.
6. Proposals Binding 120 Days. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. Trade Secrets or Proprietary Information. Responses to this Request for Proposal become the exclusive property of the City of Iowa City. All documents submitted in response to this Request for Proposal may be regarded as public records and may be subject to disclosure. Protection from disclosure may apply to those elements in each submittal which are marked as "Trade Secret", "Confidential", or "Proprietary". During the course of the submittal evaluation process or the course of the project, City of Iowa City will accept materials clearly and prominently labeled "Trade Secret", "Confidential", or "Proprietary" by the respondent or other submitting party. The City of Iowa City will not advise as to the nature of the content of the documents entitled to protection to disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret", "Confidential", or "Proprietary" as it determines to be appropriate. Respondents which indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be deemed non-responsive. The City of Iowa City will endeavor to advise the Respondent of any request for the disclosure of the material so marked with "Trade Secret", "Confidential", or "Proprietary", and give the proposer or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested material, the proposer shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the proposer of the request for disclosure, and the City of Iowa City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City of Iowa City or their officers, employees, consultants, or subconsultants.

8. Multiple Proposals. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. Competency of Proposer. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. Collusive Proposing. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. Officers not to Benefit. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. Equal Employment Opportunity. All Proposers are subject to and must comply with the provisions of the City's Equal Employment Opportunity policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors, vendors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.
13. Wage Theft. All City contractors with contracts of \$25,000 or more must abide by the requirements of the City's Wage Theft Policy. Pursuant to the Wage Theft Policy, the City will not enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

B. Insurance and Bonds

1. Insurance Requirements. When required, the successful Proposer shall provide insurance as follows:
 - a. Certificate of Insurance; Cancellation or Modification

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

b. Minimum Coverage

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

Insurance Requirements

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

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

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

When Additionally Required:

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

Formal Project Specs: Class II (over \$1Million)

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

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

When Additionally Required:

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

2. **Performance Bond.** **When required**, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.
3. **Bid Security.** **When required**, no bid shall be considered unless accompanied by either of the following forms of bid security:
 - a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
 - b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

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

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

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 and bring this information to the attention of the City). 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>. **Proposers are required** to visit the City's website periodically for any and all addendums or other pertinent information regarding this opportunity. **It is the Proposer's sole responsibility to check daily for Addenda to posted documents.**

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

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

D. Selection of Firm

1. Rejection of Proposals. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. Selection. The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
 - The quality, availability, adaptability and life cycle costing of the commodities and/or service.
 - Guarantees and warranties.

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

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

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

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

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

E. General Contract Provisions

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

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

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

9. Delivery Failures. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs, the City reserves the right to cancel or adjust the contract, whichever is in the best interest

of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.

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

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

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

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
 - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.
12. Anti-Discrimination. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

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 of Iowa City
Attn: Landfill
Jenn Jordan
410 East Washington St.
Iowa City, Iowa 52240

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

Section Five - References

References from other City of Iowa City employees will not be accepted.
The proposer must complete all of the required information listed below and must submit this form with the proposal.

- 1) Company Name: _____
Company Address: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____
Email Address: _____
Contract Term: _____
Services Provided: _____

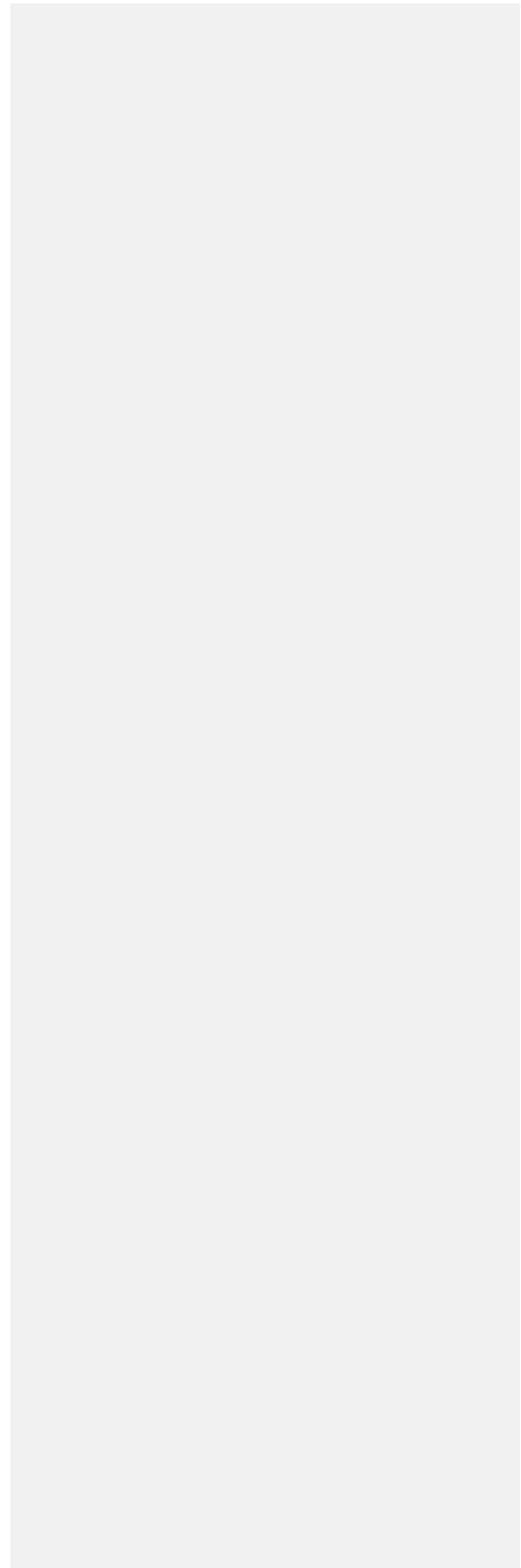
- 2) Company Name: _____
Company Address: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____
Email Address: _____
Contract Term: _____
Services Provided: _____

- 3) Company Name: _____
Company Address: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____

Email Address: _____

Contract Term: _____

Services Provided: _____



Section Six – Pricing and Company Information

The proposer must complete all of the required information listed below and must submit this form with the proposal.

The submitted pricing must include all of the costs required to perform the tasks required for this contract. Any costs not included in the vendor's submitted proposal, that are required for completion of work, will be the responsibility of the awarded vendor. These costs include, but are not limited to, labor, materials, equipment, travel, etc.

Scale	\$ _____
Instrumentation and Accessories	\$ _____
Foundation	\$ _____
Installation	\$ _____
Other Options (If the current indicator can be reused with the new scale, please reflect this as a deduction in the quote.)	\$ _____
Freight	\$ _____
Total Price	\$ _____

Project Timeline	
Indicate if you will be able to complete the project over a long weekend Thursday through Sunday.	Yes No
If you are unable to complete the project over a long weekend, estimate the number of days it will take you to complete the project.	
Site preparation	Number of days to complete _____
Installation	Number of days to complete _____
Total number of days to complete project _____	

Exceptions, Deviations or other Agreements

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

Prohibited Interest

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

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

Liens, 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.

City of Iowa City Wage Theft Policy

Your company must carefully review the policy included in Section Seven. 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.

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: _____

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to provide the required labor, services, materials, and equipment to perform the work as described in the proposal documents and to do all work at the prices set forth within.

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

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 RFP prepared by the City of Iowa City, the City’s document shall prevail.

Name of Firm: _____

Name and Title of Representative: _____

Authorized Signature: _____

Address: _____

Date: _____

Phone: _____

Fax: _____

Email Address: _____

Web Site: _____

Section Seven – 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”)

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

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

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

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

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

4. **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

I, _____, certify under penalty of perjury and pursuant to the laws of the State of Iowa that the following is true and correct:

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 or local ordinance, which governs the payment of wages in the last 5 years.

Signature

Section Eight – Contract Compliance Program
City of Iowa City Contract Compliance Document
(To be completed by awarded vendor only)

General Policy Statement

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

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

Provisions:

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

Suggested steps to assure Equal Employment Opportunities

1. Company Policy
Determine your company's policy regarding equal employment opportunities. Document the policy and post it in a conspicuous place so that it is known to all your employees. Furthermore, disseminate the policy to all potential sources of employees and to their subcontractors asking their cooperation. The policy statement should recognize and accept their responsibility to provide equal employment opportunity in all your employment practices. In regard to dissemination of this policy, this can be done, for example, through the use of letters to all

recruitment sources and subcontractors, personal contacts, employee meetings, web page postings, employee handbooks, and advertising.

2. Equal Employment Opportunity Officer

Designate an equal employment opportunity officer or, at a minimum, assign someone the responsibility of administering and promoting your company's Equal Employment Opportunity program. This person should have a position in your organization which emphasizes the importance of the program.

3. Instruct Staff

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

4. Recruitment

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

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

2-3-1: Employment; Exceptions:

- A. It shall be unlawful for any employer to refuse to hire, accept, register, classify, promote or refer for employment, or to otherwise discriminate in employment against any other person or to

discharge any employee because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 03-4105, 12-16-2003)

- B. It shall be unlawful for any labor organization to refuse to admit to membership, apprenticeship or training an applicant, to expel any member, or to otherwise discriminate against any applicant for membership, apprenticeship or training or any member in the privileges, rights or benefits of such membership, apprenticeship or training because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation of such applicant or member.
- C. It shall be unlawful for any employer, employment agency, labor organization or the employees or members thereof to directly or indirectly advertise or in any other manner indicate or publicize that individuals are unwelcome, objectionable or not solicited for employment or membership because of age, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
- D. Employment policies relating to pregnancy and childbirth shall be governed by the following:
- A written or unwritten employment policy or practice which excludes from employment applicants or employees because of the employee's pregnancy is a prima facie violation of this title.
 - Disabilities caused or contributed to by the employee's pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment or any written or unwritten employment policies and practices involving terms and conditions of employment as applied to other temporary disabilities.
- E. It shall be unlawful for any person to solicit or require as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus. An agreement between employer, employment agency, labor organization or their employees, agents or members and an employee or prospective employee concerning employment, pay or benefits to an employee or prospective employee in return for taking a test for the presence of the antibody to the human immunodeficiency virus is prohibited. The prohibitions of this subsection do not apply if the state epidemiologist determines and the director of public health declares through the utilization of guidelines established by the center for disease control of the United States department of health and human services, that a person with a condition related to acquired immune deficiency syndrome poses a significant risk of transmission of the human immunodeficiency virus to other person in a specific occupation.
- F. The following are exempted from the provision of this section:
- Any bona fide religious institution or its educational facility, association, corporation or society with respect to any qualifications for employment based on religion when such qualifications are related to a bona fide religious purpose. A religious qualification for instructional personnel or an administrative officer, serving in a supervisory capacity of a bona fide religious educational facility or religious institution shall be presumed to be a bona fide occupational qualification. (Ord. 94-3647, 11-8-1994)
 - An employer or employment agency which chooses to offer employment or advertise for employment to only the disabled or elderly. Any such employment or offer of employment shall not discriminate among the disabled or elderly on the basis of age,

color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)

- The employment of individuals for work within the home of the employer if the employer or members of the family reside therein during such employment.
- The employment of individuals to render personal service to the person of the employer or members of the employer's family. (Ord. 94-3647, 11-8-1994)
- The employment on the basis of sex in those certain instances where sex is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
- A state of federal program designed to benefit a specific age classification which serves a bona fide public purpose. (Ord. 94-3647, 11-8-1994)
- The employment on the basis of disability in those certain instances where presence of disability is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
- Any employer who regularly employs less than four (4) individuals. For purposes of this section, individuals who are members of the employer's family shall not be counted as employees. (Ord. 08-4312, 8-11-2008)

Sample: Equal Employment Opportunity Policy

To all employees of _____

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

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

The Equal Employment Opportunity Officer for _____ is:

Name: _____

Address: _____

Telephone Number: _____

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

Assurance of Compliance

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

With respect to the performance of this contract, the contractor, consultant or vendor agrees as follows: (For the purposes of these minimum requirements, "contractor" shall include consultants and vendors)

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

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

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

Where is this statement posted?

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

Name: _____

Phone Number: _____

Email: _____

Address: _____

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

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

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

Business Name

Phone Number

Signature

Title

