

Date: July 15th, 2020



CITY OF IOWA CITY

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

Request for Proposal: #21-30 Removal and Disposal of Lime Residual Material

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 four (4) printed copies of the proposal. Proposals shall be sealed and clearly marked on the outside of your mailing envelope or container **“Request for Proposal for Removal and Disposal of Lime Residual Material, RFP #21-30.”** Proposals must be received by the City Clerk's office **before 2:30 p.m. (local time) on July 31st, 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 31st, 2020.** Vendors must email one (1) copy of the proposal. Proposals shall have **“RFP #21-30”** in the subject line of the e-mail.

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

A Pre-Submission Conference will be held at the City of Iowa City Water Plant, 80 Stephen Atkins Dr., Iowa City, IA. **The conference will be held on July 22nd, 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. Anyone attending the meeting must wear a mask and be exhibiting no Covid-19 symptoms. Social distancing is required.** 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 Removal and Disposal of Lime Residual Material Contract before attending the Pre-Submission Conference.

Questions: All questions and clarifications regarding this Request for Proposal will be accepted until **July 24th, 2020, noon (local time)** by e-mailing the following City representative. **All questions must be in writing in order to receive a response.**

Purchasing
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.

Proposals are due no later than: 2:30 p.m. (local time), July 31st, 2020. Proposers shall submit Four (4) 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 Four. 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 four (4) printed 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. Acceptance or exceptions to our terms must be noted in the letter.

_____ Item B – Methods and Procedures

Detailed description of methods and procedures for removal and disposal of lime residual material (**Section Three. #7 Documentation and Submittal of Proposals**).

_____ Item C – References (Section Five)

A minimum of three (3) references from past and/or present clients for projects similar in scope to this project. Include the company or agency's name and address, the name, title, and phone number of each reference, and the date services were provided. **References from other City of Iowa City employees will not be accepted.**

Complete and submit the form provided in Section Five.

_____ Item D – Pricing 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 on 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, training, and travel, etc.

Complete and submit the form provided in Section Six.

_____ Item E – Wage Theft Policy

Wage Theft Policy, the Wage Theft Affidavit must be completed, and included in the submitted proposal. ***The form provided in Section Four must be used; substitute forms will not be accepted.***

Section Two – Specific Conditions and Instructions to this Proposal

A. Scope of Work:

The City of Iowa City Water Division is requesting proposals from qualified contractor(s) for the removal and proper disposal of lime residual material from one of two lagoons (rotating lagoons each contract year). The lagoons are located west of the Water Treatment Plant (80 Stephen Atkins Dr.). The City's intent is to enter into an Agreement by which the Contractor shall assume full and sole responsibility for the removal and proper disposal of the lime residual material in an environmentally sound and approved manner that complies with all applicable regulatory rules and standards. This Request for Proposal and associated scope of work will be restricted to the removal and disposal of approximately 5,000 dry tons per year of lime residual material from the lagoons.

B. Background:

The lime residual material is the byproduct of the lime softening water treatment process at the Water Plant and is primarily composed of calcium carbonate and magnesium hydroxide. The Iowa City Water Division operates and maintains lime sludge holding and dewatering lagoons. Lime material is discharged into the lagoons where solids settle out. Decant water is discharged off the lagoons. The lime residual material is approximately **35-45%** solids. The solids percentages are approximate and not guaranteed.

The City reserves the right to limit the amount of lime residual material removed during this project. Removal activities may be suspended or terminated by the City if warranted by budget considerations or if the City determines that the lime residual material is not suitable for removal.

C. Contract Term:

1. The term of this contract shall be two (2) years beginning in August of 2020. No price escalation will be allowed during the term of the contract.
2. This contract may be renewed for an additional three (3) one (1) year periods upon mutual consent of the parties involved.
3. Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Agent ninety (90) days prior to contract start date. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract. The City of Iowa City will require a new performance bond for each new contract term.

D. Project Completion Date:

Work as herein specified must be completed by **December 15th of each contract period.**

No extensions shall be granted without the expressed written consent of the Water Superintendent. An extension may be granted due to weather conditions, or other conditions, as determined by and approved by the Water Superintendent.

E. Proposal Requirements:

1. All proposers must be a qualified Contractor and demonstrate the capacity to provide or have provided removal and proper disposal of lime residual material in an environmentally sound and approved manner that complies with all applicable regulatory rules and standards.
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 contractor implies contractor acceptance of the terms and conditions herein, unless otherwise stated.

3. The format of the contractor's proposal must be consistent with the format of the specifications listed. Content must be listed in the order of the submittal package checklist.
4. The proposer is responsible for all costs related to the preparation of this Proposal.
5. Any costs associated with the removal and proper disposal of lime residual material not specifically set forth in this Request for Proposal will be the responsibility of the contractor and will be deemed included in the fees and charges bid herein.
6. Proposed pricing shall specify point of final destination. The City of Iowa City will only pay for the trip beginning at the Water Plant and ending at the final destination location.
7. All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be and are incorporated herein by reference.
8. Responses may be rejected if the contractor fails to perform any of the following:
 - a. To adhere to one or more of the provisions established in this Request for Proposal.
 - b. To demonstrate competence, experience, and ability to provide the equipment and services described in this Request for Proposal.
 - c. To submit a response on or before the deadline and complete all required forms.
 - d. To respond to a written request for clarification or additional information.
9. Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

F. Contractor Interviews:

The City reserves the right to conduct interviews with individual Vendors to better assess the competency of the Vendor and his/her designated project team members to provide the prescribed Scope of Services in a timely and satisfactory manner. Invitation to participate in a pre-selection interview shall be solely at the discretion of the City. All such interviews will be conducted in Iowa City and shall be without cost to the City.

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 proposer's entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the City of Iowa City as contractually binding on the successful proposer.

H. Contract Award:

1. The vendor's proposal must be complete to be considered for award.
2. The contractors shall not subcontract any part of this contract without the prior written approval of the City. All subcontractors working on this contract must be employed by and responsible to the awarded contractor.
3. The City reserves the right to qualify, accept, or reject any or all contractors as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the contractor to the terms and conditions of the Request for Proposal.
4. It is the City's intent to make an award within sixty (60) working days of the proposal due date.
5. Award, if made, will be in accordance with the terms and conditions herein.

6. Award, if made, shall be in the form of a Purchase Order.
7. Any change to the contract must be approved in writing by the Purchasing Agent and the Contractor.
8. Consideration may be given to, but not limited to, the proposed procedures for removal and disposal of the lime residual material, Contractor's qualifications and capability to perform the work, references, cost analysis and projection, and the firm's ability to comply with the requirements of this Request for Proposal.
9. Awarded contractor will be given the City's **Contract Compliance Document** to complete and return before a purchase order is issued.
10. Awarded contractor(s) will be required to submit a current certificate of insurance before a purchase order is issued. The certificate of insurance shall include the following items:
 - The City of Iowa City will be named as additional insured
 - Project bid number and project title as the description
 - Insurance carriers will be rated as A or better by A.M. Best
11. **Contractors and Subcontractors performing construction, renovation, demolition, installation, maintenance or repair operations in or on City of Iowa City Water Treatment Facilities property are responsible for ensuring that all employees, including subcontractor employees, attend and pass the *Contractor Orientation Program (COP)* prior to starting work.**

Online Tests: www.gatefeed.com or call Gatefeed at (312) 467-9884 anytime/anywhere.

Please note that the *Contractor Orientation Course* is only available in an English-language version. If the contractor or subcontractors have any non-English speaking employees, the employer is responsible for providing translation of the training material for their employees. Contact Kirkwood Community College in advance to make the appropriate arrangements if this is necessary.

I. Method of Payment:

The Contractor shall be responsible for developing and implementing acceptable procedures for determining the weight of lime solids material removed each day. These procedures shall be subject to review and approval by the City. The City requires a composite sample from all trucks be provided daily for lime solids analysis by City staff. A spreadsheet listing the City's lime solids percentage will be used for payment. The City's lime solids percentage will prevail in an unresolvable dispute between the Contractor and City. Payment will be in full upon successful completion of the project which includes any site restoration and removal of equipment. Partial payments may be requested and are subject to City approval

J. Evaluation Process:

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

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the bidder to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the bidder. The evaluation process shall be based on a 100-point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's requirements. The following table lists the maximum points associated with each category.

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

<u>Point Category</u>	<u>Assigned Points</u>
Proposed Procedures for Removal and Disposal of the Lime Residual Material	30
Contractor’s Qualifications and Capability to Perform the Work/References	30
Cost Analysis and Projections	<u>40</u>
Total	100

The above conditions and instructions clarify this specific bid document but are in addition to the attached General Conditions and Instructions to Proposers (Section Four).

Section Three – Specifications and Requirements

1. Site Access:

The lime solids lagoons are accessed via the north gate of the Iowa City Water Treatment Plant – 80 Stephen Atkins Dr., Iowa City, IA. The Contractor will be provided proximity cards and locks to be used in combination with City locks on all access gates. The Contractor will have access to the lagoons (Monday – Saturday, 7:00A – 10:00P) for the duration of this project. The Contractor will be responsible for inspecting and securing the site and all gates at the end of each workday. Any work on the weekends or after normal working hours will be subject to approval by the City. Normal working hours are Monday – Friday, 7:00A to 5:00P.

As needed, Water Division staff will continue to conduct activities in the lagoon area as the Contractor is removing the lime residual material. The Contractor and City staff will coordinate as necessary to not impede work of either party.

Because the work is to be conducted in and around a public water supply the Contractor's employees may be required to provide background information. The City reserves the right to perform background checks.

2. Lime residual Analysis:

Copies of the most recent effective calcium carbonate equivalent (ECCE) and chemical analysis reports are attached. The ECCE value may vary slightly as the settling lagoons are not homogeneous. Costs for any additional requested or required analysis of the lime residual material will be the responsibility of the Contractor. All soil analyses, surface or ground water monitoring and other similar monitoring or testing activities shall be the responsibility of the Contractor.

3. Methods and Procedures for Removal and Disposal of Lime Residual Material:

The removal, handling and disposal of the lime residual material in an environmentally sound and approved manner which conforms to all applicable regulatory requirements and standards is required. The City assumes that the most likely disposal method will be application to farmland as a soil conditioner. The Contractor must state the intended disposal method and if requested provide additional documentation to the City for the evaluation of the method as described below.

The minimum requirements that shall govern the performance of this work are described below. These requirements are subject to revision and Contractors are explicitly advised that additional requirements may be imposed as determined necessary by the City or regulatory agencies.

Application to Farmland as an AG Lime Product (Soil Conditioner)

If disposed as an Agricultural (Ag) Lime Product, the City recognizes that weather and field conditions may prevent prompt application and that short-term storage at staging sites may be necessary.

Storage sites must be located and/or constructed to avoid any potential runoff or contamination of surface water or groundwater. Specifically prohibited are sites with sloping land, sites located adjacent to surface water or sites that pose a potential for groundwater contamination. If a centrally located containment area is not available, then storage shall be at a secure site located as near as possible to the application site.

Alternate Removal, Storage and Disposal Procedures

Contractors must fully describe and document any proposed alternative procedures proposed for the removal, storage, handling and disposal of the lime residual material. At a minimum, this documentation shall include:

- a. A complete description of the proposed procedure(s).
- b. Prior written approval of appropriate regulatory agencies.

- c. The monitoring and safeguards that the Contractor will implement to ensure that the procedures will not pose or create public nuisances or hazards.
- d. Proposal alternatives that involve interim storage or stockpiling must fully describe all monitoring procedures and safety precautions that will be implemented. Special emphasis should be given to those safeguards designed to prevent the contamination of groundwater or surface water.
- e. Any other pertinent information that will facilitate the City's evaluation of the proposed alternative(s) for the removal, handling, storage and disposal of the lime residual material.

The City of Iowa City shall be the final arbiter as to the acceptability of any proposed alternatives for removal, transport, handling and disposal of the lime residual material. The City reserves the right to reject or accept any or all alternatives and accept that proposal deemed to be in the best interest of the City. The City also reserves the right to impose requirements or conditions that are more stringent than those that may be stipulated by regulatory agencies.

4. **Contractor's Responsibility:**

The City of Iowa City's General Conditions for Contractors shall be an integral part of the project work and agreement. It is the Contractor's responsibility to examine these and all pertinent documents and regulations to ensure a full understanding of all the proposed work and requirements.

It shall be the Contractor's responsibility to examine the Water Division's lime residuals and lagoon area and to research all applicable regulatory rules and standards to determine the scope of the proposed work.

While the City will provide a road for ingress and egress to the lagoon site, any additional improvements are the responsibility of the Contractor. The Contractor is to maintain the road, and the entire lagoon site during the project to allow normal traffic with access to the Water Plant. The Contractor will implement measures to maintain the integrity of the lagoon rock and clay lining. The Contractor will be responsible for implementing any additional traffic control measures to facilitate safe truck ingress and egress on Dubuque Rd and give consideration for University of Iowa football games when submitting a schedule.

Unless otherwise specified, the Contractor shall furnish all equipment, tools, material, skill and labor necessary to fully complete this work in an acceptable and environmentally sound manner. The Contractor shall also be solely responsible for obtaining and/or payment of all insurance, taxes, permits, licenses etc. that may be required for the completion of this work.

Unless otherwise stipulated, the Contractor shall be responsible for the removal and proper disposal of the lime residual material. This responsibility shall include, but not necessarily be limited to the following:

- a. Developing, securing and maintaining all procedures, methods and locations utilized in the removal and ultimate disposal of the lime residual material.
- b. Provision of adequate dust control measures (for both the roads used and the product hauled) during excavation and hauling as needed to prevent nuisance situations.
- c. Provision of all equipment, labor and other resources required for successful completion of the work.
- d. Development and maintenance of all required operational record systems and documentation.
- e. Researching and ensuring compliance with all applicable Federal, State of Iowa and local regulatory requirements and with the regulatory requirements of any other agency which may have jurisdictional authority.

- f. All expenses incurred with the removal, hauling, handling and ultimate disposal of the lime residual material, including costs for road maintenance and restoration.

5. **Records Maintenance:**

The Contractor shall be responsible for the development and maintenance of a daily activity log and operational records system that will provide for an accurate and complete accounting of all material hauled and disposed of each day. The operational log and records system shall include detailed information concerning the quantities of the material, rate of application, ECCE value applied, the delivery and disposal locations, and all other information required for tracking, environmental monitoring, or billing purposes.

The Contractor shall also be responsible for ensuring that the activity log and operational record system provide for full compliance with all regulatory requirements.

The Contractor shall submit weekly operational summary reports to the City and shall also provide full and timely access to all records and documentation whenever requested by the City or regulatory agencies.

6. **Liquidated Damages:**

A. Basis for Liquidated Damages:

1. The City and Contractor recognize that time is of the essence and that the City will suffer financial loss if the Work is not completed by the completion date listed in this RFP or as agreed upon between the Contractor and City for each contract period.
2. The City and the Contractor recognize and agree that the delays, expense and difficulties involved in proving and litigating the actual loss suffered by the City if the Work is not completed as scheduled is substantial and burdensome for both parties.
3. Accordingly, instead of requiring such proof, it is intended that the Agreement between the City and Contractor shall include provisions for Liquidated Damages to be paid for non-completion of the Work, but not as a penalty, in accordance with the provisions outlined below.

B. Terms of Liquidated Damages:

1. Liquidated Damages in the amount of \$100 per day will be withheld from final payment from the City to Contractor for each calendar day, or portion of a day, that expires after the dates established for project completion.
2. If Contractor abandons the project by words or action, Liquidated Damages in the amount of \$100 per day will be paid by Contractor to the City for each day that expires after the project completion date until the project is completed by the City or the contractor selected by the City to replace Contractor.

7. **Documentation and Submittal of Proposals:**

Each proposal must include a full description of the Contractor's primary and all alternate procedures to be used in the removal and disposal of the lime residual material.

The documentation for the removal and disposal of 5,000 dry tons of the lime residual material annually from the lagoons shall, at a minimum, include the following items:

1. The Contractor's proposed procedures for hauling, storage, handling and disposal of the lime residual material including equipment and other resources to be utilized.
2. The Contractor's method for measuring the quantity of the material hauled and disposed including number of loads hauled, collecting a sample from each truck, daily percent solids.
3. Schedule, including requested days and hours for work to be conducted
4. Development and upkeep of a daily log and operational records system

5. Any City assistance that the Contractor will request
6. Proposals which utilize land application shall include:
 - Full description of the agronomic management plan
 - Name, title and experience of the individual serving as the project agronomist
7. Any exceptions to the conditions of the Request for Proposals or applicable regulatory requirements or standards.
8. Any other information that will facilitate the City's review of the Contractor's Proposal and to assess his/her capability to perform the work in a safe and environmentally sound manner.

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 "RFP #21-30" 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 to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt.
The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

B. 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 copyright or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
 - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.
12. Anti-Discrimination. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.
13. Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this proposal, including but not limited to any resulting Contract, without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this proposal or any resulting Contract shall be brought and maintained solely in Johnson County District Court for the State of Iowa, Iowa City, Iowa, or in the United States District Court for the Southern District of Iowa, Davenport Division, Davenport, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability in State or Federal court, which may be available to the City of Iowa City.

F. Payment Provisions

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

City of Iowa City
Attn: Water Division
Jude Moss
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: _____

Contract Term: _____

2) Company Name: _____

Company Address: _____

Company Contact: _____

Title of Contact: _____

Phone Number: _____

Contract Term: _____

3) Company Name: _____

Company Address: _____

Company Contact: _____

Title of Contact: _____

Phone Number: _____

Contract Term: _____

Section Six: Pricing and Company Information Form

Equipment, tools, material, skill and labor, and other resources required for successful completion of the work must be included in the pricing listed below. Proposed pricing shall specify point of final destination. The City of Iowa City will only pay for the trip beginning at the Water Plant and ending at the final destination location.

Cost to remove and properly dispose of the lime residual material from the lagoons \$ _____ per dry ton.

Written Total Price \$ _____ per dry ton
(example: six hundred and forty-five dollars)

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: _____

E-Mail 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 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 that 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 or 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

Print Name

Date