

**Date:** July 23, 2021

**Request for Bid: #22-26 Snow and Ice Removal for Various City of Iowa City Properties**

**Notice to Vendors:** 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 – Bid Requirements Checklist.

If a bid is mailed, it must be received by the City Clerk’s office by 2:30 p.m. (local time) on **August 11, 2021** Vendors must submit one (1) paper copy of the bid.

**Address Bids To:**

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



**CITY OF IOWA CITY**

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

Bids shall be sealed and clearly marked on the front “**Request for Bid #22-26 Snow and Ice Removal for Various City of Iowa City Properties.**”

**If a bid is emailed**, it must be received by [BuyerI@iowa-city.org](mailto:BuyerI@iowa-city.org) by 2:30 p.m. (local time) on **August 11, 2021**. Vendors must submit one (1) copy of the bid. Responses must have RFB#22-26 in the subject line of the email. **If you employ e-mail as your means of delivery it is recommended that you e-mail your bid response at least 24 hours before the due date and time. E-mailed bids will be accepted. Faxed bids will not be accepted.**

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, internet outages, delays due to firewall protections or spam filters, delays due to e-mail size limitations, or any other means of delivery employed by the vendor. The City is not responsible for, and may not open, any bid responses which are received later than the date and time stated above. *All times and dates are Central Standard Time.*

**Questions:** All questions, inquiries, requests for public information and clarifications regarding this Request for Bid can be answered by emailing the following representative **by August 4, 2021 noon (local time)**. All questions must be emailed in order to receive a response.

Trina Surratt  
Buyer I  
[BuyerI@iowa-city.org](mailto:BuyerI@iowa-city.org)  
(319) 356-5076

**Bid Opening:** **August 11, 2021, 2:30 p.m. (local time)** will occur with City Staff present but due to public health concerns surrounding COVID-19, this bid opening will **not** be open to the Public. If you wish to participate in the Bid Opening, results will be available starting at 2:30 p.m. August 11, 2021. These results will be read verbally over the phone until all bids have been opened. If you wish to participate in this bid opening, please contact Trina Surratt at [BuyerI@iowa-city.org](mailto:BuyerI@iowa-city.org) **by 2:00 p.m. on August 11, 2021.**

**Insurance:** Insurance is required with this Request for Bid, as specified in Section Three. **No Bid Security or Performance Bond will be required.**

**No Contact Policy:** After the date and time established for receipt of bids by the City, any contact initiated by the vendor or by a City representative, other than the Purchasing Division representative listed herein, concerning

this Request for Bid is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

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## Section One – Bid Requirements Checklist

The City reserves the right to reject bids that are considered incomplete and do not contain the items listed below.

The vendor must submit the required items listed below in the following sequence:

\_\_\_\_\_ **References:**

A list of three (3) previous clients where the proposed services were provided by the vendor. Each listed reference should include name of the company, contact person, title of the contact person, company address and phone number of the contact. References from the vendor must include agencies other than the City of Iowa City.

**Complete and submit the form that has been provided in Section Five. No other form will be accepted.**

\_\_\_\_\_ **Completed Pricing and Company Form:**

A comprehensive and detailed listing of all costs, fees, and reimbursable fees to be incurred as a part of your company's work. All costs for this contract must be included in the submitted bid. Complete and sign this form including any exclusions.

**Complete and submit the forms that have been provided in Section Four & Six. No other forms will be accepted.**

\_\_\_\_\_ **Wage Theft Policy:**

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

**Complete and submit the form in Section Seven. No other form will be accepted.**

\_\_\_\_\_ **Contract Compliance Form:** (To be completed by the awarded vendor only)

Review the contract compliance form in Section Eight. Complete the form and provided a copy of your EEO Policy.

**Complete and submit the form in Section Eight. No other form will be accepted.**

***Note:** The vendor's bid must include the items listed above and must be sealed at submission time if sent to the office of the City Clerk. Failure on the vendor's part to submit a complete bid may be cause for rejection of the vendor's bid. Please do not provide a copy of the entire request for bid document.*

***Note:** Bid results will be posted on <https://icgov.org/purchasing-bids> when award has been made. Allow 2-3 weeks before the results are posted.*

**Section Two – Specific Conditions and Instructions to this Bid**

**A. Scope:**

The City of Iowa City intends to enter into a contract for Snow and Ice Removal for Various City of Iowa City Properties for the 2021/2022 Winter Season per the terms, conditions, and specifications included in this Request for Bid document.

This contract requires the removal of snow and ice from all sidewalks within 24 hours if more than 1” in accumulation. The entire width of the sidewalk must be cleared, including down to the concrete or asphalt. Snow and/or ice cannot be deposited onto the public right of way. It is unlawful to remove snow or ice from the public right of way in a manner which interferes with vehicular and/or pedestrian traffic. Violations shall be punishable by a penalty as provided for in City Code. The Contractor will also be responsible for all personal and property damage associated with this contract. All equipment must be used in an appropriate manner. This would include (but is not limited to) heavy vehicles which are not to be used on sidewalks.

**B. Contract Term:**

1. The term of the contract will be for the 2021/2022 Winter Season commencing on the date stated on the Contract Purchase Order. No price escalation will be allowed during the original term of this contract.
2. This contract may be renewed at the expiration of its term with the mutual consent of the City of Iowa City and the successful vendor. The City and the awarded Contractor may renew the original contract for four (4) additional winter seasons by mutual agreement.

**C. Bid Requirements:**

1. Any costs associated with Snow and Ice Removal (including products used to assist in the removal of snow and ice) for City of Iowa City Properties not specifically set forth in this bid will be the responsibility of the bidder and will be deemed included in the fees and charges bid herein. No additional costs, including fuel charges, will be paid by the City of Iowa City. The bidder’s failure to include all required costs to perform this contract will be the sole responsibility of the bidder.
2. The submission of a bid by the Vendor implies the Vendor's acceptance of the terms and conditions of this bid unless otherwise stated.
3. At the time of the bid opening, it will be assumed that each bidder has inspected the snow removal sites and has read and is familiar with the contract documents. The failure or omission of a bidder to inspect the site or examine any document shall in no way relieve the bidder from any obligation in respect to their bid. submission of a bid by the Vendor implies the Vendor's acceptance of the terms and conditions of this bid unless otherwise stated.
4. The bidder is responsible for all costs related to the preparation of this bid.
5. The City is in no way restricted from ordering the items included in the Request for Bid from other vendors as needed.
6. Bidders are required to meet all qualifications and specifications of this bid in order to be considered for award.
7. No bid security will be required.
8. The format of the vendor’s bid must be consistent with the format of the specifications listed.

D. **Contract Award:**

1. Award of this contract will be made to the lowest responsive, responsible vendor whose bid, conforming to the solicitation, will be the most advantageous to the City of Iowa City and contains the best combination of pricing and quality as defined by this Request for Bid document. Past performance of the vendor and completeness of the vendors submitted bid will be considered for award. This contract may also be awarded on the lowest overall cost to the City of Iowa City. The City of Iowa City will evaluate costs based on bid price, and contract administration costs.
2. The City of Iowa City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all bids and to waive irregularities or technicalities in any bid when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by a vendor to the terms and conditions of this Request for Bid.
3. Award, if made, will be in accordance with the terms and conditions herein.
4. It is the intent of the City to award this contract in the form of a Contract Purchase Order, within thirty (30) calendar days after the bid opening.
5. The City reserves the right to award the bid to more than one vendor.
6. No deposit shall be paid for orders, except as a credit memo.
7. Awarded vendor 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

Bid number and bid title as the description: **Request for Bid: #22-26 Snow and Ice Removal for Various City of Iowa City Properties**

- Insurance carriers will be rated as A or better by A.M. Best
8. Awarded vendor may be asked to complete and return the included **Contract Compliance Document** before a contract purchase order will be issued.

E. **Safety:**

1. The awarded vendor agrees to provide Snow and Ice Removal for Various City of Iowa City Properties and should provide said services in a reasonable and safe manner.
2. The awarded vendor shall provide all necessary labor, equipment, and materials for performing services described herein. Said labor, equipment and materials shall be considered an integral part of the service herein, for which no additional compensation will be paid by the City or demanded by the awarded vendor.
3. The awarded vendor shall, prior to commencing work, thoroughly examine and become familiar with the work area and associated facilities to ensure that snow/ice removal can be completed in an orderly, safe manner.
4. The awarded vendor shall report immediately to the Purchasing Division the existence of unsafe conditions(s) which will compromise the performance of the service.
5. Safety will be the sole responsibility of the awarded vendor.
6. The awarded vendor agrees to have no marking on vehicles or containers that indicate or tend to indicate any

official relationship between the awarded vendor and the City.

7. The awarded vendor agrees to remove snow and ice and shall do so following generally accepted standards in the industry. The awarded vendor agrees that snow and ice removal from each location shall occur in accordance with the specifications listed in attached Section Four.
8. The awarded vendor shall be responsible for the proper hauling of all material associated with Snow and Ice Removal for City of Iowa City Properties from its operation and should do so in a manner consistent with all applicable laws, rules and regulations promulgated.
9. For any site not cleared of snow and ice per the guidelines listed above, there shall be \$100.00 liquidated damages assessed per site. Liquidated damages will not be assessed on the first incidence per site, but on succeeding incidences. The City's representatives will notify the awarded vendor when sites are missed. Such notification will be considered the awarded vendor's official warning, after which liquidated damages will be assessed.
10. The awarded vendor shall be responsible for the cleanup of oil, hydraulic fluid and other liquids leaking or spilling from the trucks, machinery or tools used in this contract in a timely manner.

### Section Three – General Conditions and Instructions to Vendors

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

Bids and contracts issued by the City of Iowa City shall bind vendors to applicable conditions and requirements herein set forth unless otherwise specified in the bid documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.

“**Bid**” as referenced herein shall include all bids, quotations and proposals.

“**Bid date**” as referenced herein shall mean the local date and time specified in the bid documents.

#### **A. Conditions for Bidding**

1. **No Contact Policy**. No contact policy: All questions regarding this Request for Bid 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 bids 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 Bid 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 Bid 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 Bid**. Vendor shall supply all information and submittals required by the bid documents to constitute a proper bid. Bid shall be signed with the firm name and by an authorized agent.
3. **Addressing of Bid**. Bids shall be submitted in a sealed envelope or box clearly marked on the front with “**Request for Bid: #22-26 Snow and Ice Removal for Various City of Iowa City Properties**”

**Address bids to:**

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

**If a bid is emailed**, it must be received by [BuyerI@iowa-city.org](mailto:BuyerI@iowa-city.org) by 2:30 p.m. (local time) on **August 11, 2021**. Vendors must submit one (1) copy of the bid. Responses must have RFB22-26 in the subject line of the email. **If you employ e-mail as your means of delivery it is recommended that you e-mail your bid response at least 24 hours before the due date and time. E-mailed bids will be accepted. Faxed bids will not be accepted**

4. **Bid Deadline/Opening**. Vendor shall be responsible for taking whatever measures are necessary to ensure that the bid reaches the office of the City Clerk or otherwise specified agent on or before the local time and date specified. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, internet outages, delays due to firewall protections or spam filters, delays due to e-mail size limitations, or any other means of delivery employed by the vendor. The City is not responsible for, and may not

open, any bid responses which are received later than the date and time stated above. *All times and dates are Central Standard Time.* The City shall not be responsible for, and may not consider, any late bid, amendment thereto, or request for withdrawal of bid received after the date specified.

**Bid Opening: August 11, 2021, 2:30 p.m. (local time)** will occur with City Staff present but due to public health concerns surrounding COVID-19, this bid opening will **not** be open to the Public. If you wish to participate in the Bid Opening, results will be available starting at 2:30 p.m. August 11, 2021. These results will be read verbally over the phone until all bids have been opened. If you wish to participate in this bid opening, please contact Trina Surratt at [BuyerI@iowa-city.org](mailto:BuyerI@iowa-city.org) by **2:00 p.m. on August 11, 2021.**

A written request for withdrawal of a bid or any part thereof may be granted, provided the request is received by the City by 2:30 p.m. (local time) on **August 11, 2021.**

Bids received after the time and date specified on the request for bid may not be opened and may not be considered for award.

5. **Bids Binding 30 Days.** Unless otherwise specified, all formal bids submitted shall be binding for thirty (30) calendar days following bid date, unless the vendor(s), at the City's request, agrees to an extension.
6. **Trade Secrets or Proprietary Information.** Responses to this Request for Bid become the exclusive property of the City of Iowa City. All documents submitted in response to this Request for Bid 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 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.

7. **Bids for all or part.** Unless otherwise specified, vendor may restrict his/her bid to consideration in the whole by so stating, but shall name a unit price for each item bid upon; any bid on which the vendor names a total price for all items without quoting a price on each and every separate item may be rejected at the option of the City.
8. **Discount Bids.** Discounts may be taken into consideration.
9. **Multiple Bids.** Vendors may submit more than one bid, provided the additional bid or bids are properly submitted on the bid forms.
10. **Competency of Vendor.** No bid may be accepted from or contract awarded to any person, firm or corporation which is in arrears or in default to the City of Iowa City upon any debt or contract or has failed to perform faithfully any previous contract with the City. If requested, the vendor shall present evidence of performance

ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of this specification and contract documents; such evidence shall be presented within a specified time and to the satisfaction of the City.

11. **Collusive Bidding**. The Vendor certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, without prior knowledge of competitive prices, and it is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
12. **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
13. **Equal Employment Opportunity**. All vendors are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal anti-discrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance Document. Emergency contracts are exempt from this provision.
14. **Samples/Literature Required**. When required, each vendor shall submit samples and/or catalogs, descriptive literature, detailed drawings, and other information necessary to fully describe the proposed commodity or service.

Vendor shall bear the cost of and make arrangements for the delivery and removal of samples to the specified location. The City may retain awarded vendor's samples until delivery of contracted commodities and/or service has been completed and accepted. Unsuccessful vendors shall remove samples as soon as possible after bid award. The City shall not be responsible for such samples if not removed by the vendor within thirty (30) calendar days after the award has been made.

15. **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.

16. **Bid Summary**. Summary of bid award made will be posted to <https://icgov.org/purchasing-bids>.

## **B. Insurance Requirements**

1. Awarded Contractor will be required to submit a current certificate of insurance before a purchase order will be 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 **Request for Bid #22-26 Snow and Ice Removal for Various City of Iowa City Properties**
- Insurance carriers will be rated as A or better by A.M. Best

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

Type of Coverage	Each <u>Occurrence</u>	<u>Aggregate</u>
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		

**C. Specifications**

1. **Formal Specifications.** The vendor shall abide by and comply with the true intent of the specifications (i.e. not take advantage of any unintentional error or admission and bring this information to the attention of the City). Whenever herein mention is made of a commodity and/or 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 bid shall hold the vendor strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the commodity and/or 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 vendor proposes to furnish the commodity and/or service so identified by the City unless the vendor specifically proposes an alternate. In bidding on a proposed alternate, the vendor 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. Vendor 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. **Addendum to Specifications.** Any substantive interpretation, correction or change of the bid documents shall be made by addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City web-site [www.icgov.org/default/apps/equipment/commodities.asp](http://www.icgov.org/default/apps/equipment/commodities.asp). Interpretation, corrections or changes of the bid documents made in any other manner shall not be binding, and vendors shall not rely upon such interpretations, corrections or changes. Any addendum shall be issued by the City within a reasonable time prior to the bid date. It is the vendor’s responsibility to visit this web-site to ensure that they have received all important addenda or revisions to the Invitation to Bid prior to bidding.
4. **Receipt of One Bid.** In the event only one bid is received, the City of Iowa City may require that the successful vendor submit a cost bid in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

## **D. Award of Contract**

1. **Award or Rejection of Bids.** Unless otherwise specified, the contract shall be awarded to the lowest responsible and responsive vendor complying with the provisions of the bid documents, provided the bid price is reasonable and it is in the best interest of the City to accept it. The City reserves the right to reject any and all bids, to accept in whole or in part, to add or delete quantities, to waive any informalities in bids received, and to accept or reject any bid which deviates from specifications when in the best interest of the City. The City also reserves the right to reject the bid of any vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a vendor who, investigation shows, is not in a position to perform the contract.

In determining a vendor's responsibility, the City may consider the following qualifications, in addition to price:

- 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 vendor's employment practices.
- Whether the vendor is in arrears, in debt on a contract or is a defaulter on surety to the City.
- If reasonable doubts arise as to vendor'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.

In determining a vendor's responsiveness, the City shall consider whether the bid conforms in all material respects to the bid documents.

2. **Local Preference.** Preference may be given to local businesses or vendors that have a business located within Johnson County. This includes branch operations and franchises. Cost and other considerations being equal, local businesses shall be given first consideration for the purchase of goods or services. A local business or vendor that submits a quote or bid by the established deadline falling within 5% of the lowest bid will have the opportunity to match the lowest price submitted, but only if that price was submitted by a non-local vendor.

In this instance, the City representative responsible for issuing the solicitation will contact the local vendor/business that has fallen within the 5% threshold to request a price match. The business/vendor will have a twenty-four-hour period to submit a written price match to the City representative. If more than one local business/vendor meets the criteria above, each local vendor will be given forty-eight hours to submit a lower bid in writing. All revised bids must be at or lower than the original lowest bid. At the close of the forty-eight-hour period, the contract will be awarded to the lowest vendor, local or otherwise. In the event of a tie, the local vendor will be awarded the contract. If two or more local vendors tie, the award will be determined by coin flip.

The local preference policy does not apply to Public Improvement projects, goods and services acquired through the Request for Bid process, or purchases utilizing Federal Transit funds or Federal funding.

3. **State of Iowa Resident Vendor Preference.** By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes. The Iowa Reciprocal Preference Act (SF 2160) applies to the contract with respect to vendors who are not Iowa residents.
4. **Federal Transit Funds.** Purchases utilizing Federal Transit funds are not eligible for local or state purchase consideration.

5. **Tie Bids.** If two or more vendors submit identical bids and are equally qualified, the City's decision to make award to one or more of such vendors shall be final.
6. **Errors in Bid.** Any ambiguity in any bid as a result of omission, error, lack of clarity or non-compliance by the vendor with specifications, instructions and all conditions of bidding shall be construed in the light most favorable to the City. Any changes that are made to this bid (white out, crossing out, etc.) before submission must be dated and initialed in all areas that a change was made.
7. **Contract Award.** A written award in the form of a Purchase Order or other instrument shall result in a binding contract without further action by either party.

#### **E. General Contract Provisions**

1. **Availability of Funds.** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such commodities and/or service. 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.
2. **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 Contractor without cost or penalty to the City.
3. **Contract Alterations.** The City reserves the right to make changes to the Goods/Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the City and the Contractor. The Contractor shall not commence any additional work or change the scope of the Goods/Service until authorized in writing by the City. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Contractor and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
4. **Subletting of Contract.** Contractor shall not assign, transfer, convey, sublet or otherwise dispose of any right, title or interest therein, or his/her 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 Contractor from his/her obligations, or change the terms of contract.
5. **Contract Period.** Contract shall remain in force for a full period specified and until all commodities and/or services ordered before date of termination shall 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, to permit ordering or unordered balances or additional quantities at contract prices and in accordance with contract terms.
  - b. 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.
  - c. Terminated due to default, as described below.
6. **Default.** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to next low vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. 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.

7. **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.
8. **Force Majeure.** The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, 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.
9. **New Goods Fresh Stock.** All contracts, unless otherwise specified, shall produce new commodities, fresh stock, latest model, design or pack.
10. **Professional Workmanship.** Professional workmanship shall meet or exceed existing industry standards.
11. **Warranty/Guarantee.** The Contractor warrants that all articles, materials and services performed shall be consistent with manufacturer's specifications and will be free from defects. From the post acceptance by the City of Iowa City of the items delivered and installed Contractor shall provide a one (1) year warranty to include all hardware, parts, software, software updates, shipping costs, labor, travel, and service calls. If, within the guarantee period, any defects or signs of deterioration are noted which in the City's opinion are due to faulty design, installation, workmanship, or materials, the Contractor, upon notification and at his/her expense, shall repair or adjust the equipment or parts to correct the condition or he/she shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as shall be designated by the City as least detrimental to the operation of the City business.

Contractor will replace, at its own expense, any project component that does not meet departmental expectations within three (3) to five (5) days of installation without limitation of any rights which the City may have by reason of any breach of warranty. Regardless of any statement to the contrary, the Contractor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

12. **Indemnity.** The Contractor 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, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or herself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

Contractor 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 City 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.

Contractor 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, patented or unpatented invention, article, apparatus or appliance including any device or article forming a part of the apparatus or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, licensee or owner.
  - b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, due to contractor's own work or to the work of other contractors, for which the contractor is responsible.
  - d. Obtain all Permits and licenses required by City, state, and federal governments and pay all related fees. The Contractor shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.
13. **Occupational Safety and Health Administration Requirements.** All commodities and/or service shall satisfactorily comply with applicable Occupational Safety and Health Administration regulations in effect at the time commodities are shipped and/or the service is performed. Safety Data Sheets are required in accordance with applicable regulations.
14. **Anti-Discrimination.** Contractor 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.
15. **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 contract, without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this 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.

#### **F. Delivery Provisions**

1. **Cartage.** All items shall be delivered free on-board destination. Delivery costs and charges must be included in the bid unless otherwise stated in the specifications or proposal.
2. **Responsibility for commodities and/or services.** The Contractor shall be responsible for any commodities and/or service covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk for rejected commodities and/or service after written notice of rejection. Rejected commodities and/or service shall be removed and/or replaced by and at the expense of the Contractor promptly after written notification of rejection, unless public health and safety require destruction or other disposal of rejected delivery.

Upon Contractor's failure to do so within thirty (30) calendar days after the date of notification, the City may return the rejected commodities to the Contractor and/or replace services at the Contractor's risk and expense, or the City may dispose of them as its own property.

3. **Inspections.** Final inspection of commodities and/or service shall be conclusive except as regards latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities and/or service shall be made within a reasonable time after delivery, but failure to inspect and accept or reject commodities and/or service shall not impose liability on the City if such commodities and/or service are not in accordance with the specifications. All delivered commodities shall be accepted subject to inspection and physical count.
4. **Time of Delivery.** Contractor shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposals. If delivery schedules are not provided in the specifications section, deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or holidays, unless otherwise authorized.
5. **Packing Slips or Delivery Tickets.** All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:
  - Name and Address of Ordering Department/Division.
  - Name of the Contractor.
  - Commodity name.
  - Supplier's stock number.
  - Quantity ordered.
  - Quantity and date shipped.
  - Quantity back ordered.

Contractors are cautioned that failure to comply with these conditions may be considered sufficient reason for refusal to accept the commodities and/or for delay in payment.

## **G. Payment Provisions**

1. **Payment Terms.** Payment may be made only after inspection and acceptance by the using department and, when required, approval by the City Council. No partial payments shall be made unless otherwise authorized by the City, or unless commodities were constructed, erected, installed or tested on site, in which case payment shall be made on the basis of a percentage of the value of all work performed less any previous payments. Payment of balances shall be made only after approval and final acceptance by the City.
2. **Withholding Payment.** Consideration for withholding payment shall include faulty materials, equipment, or workmanship, back orders, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.
3. **Invoicing.** Following acceptance, payment shall be made within thirty (30) calendar days from receipt of proper invoice. Invoice shall include project number, purchase order number, department name, dollar amount, and any other pertinent information. Submit invoice to:
 

Purchasing Division  
Attn: Trina Surratt  
City of Iowa City  
410 E. Washington Street  
Iowa City, Iowa 52240
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.

Contractors shall bill the City Accounting Division, including tax, for contracts pertaining to the alteration, construction or repair of real property. The Contractor shall provide the necessary Iowa Department of Revenue Contractor's Statement (one contractor's statement for each subcontractor). The Accounting Division shall then contact the State of Iowa for tax reimbursement.

Contractors and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

If a contractor, subcontractor, or builder is to use building materials, supplies, and equipment in the performance of a construction contract with a designated exempt entity, the person shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer.



9. 3501 – 3560 Shamrock Place.  
City Sidewalk – Public sidewalk along Scott Blvd.  
from the north property line to the south property  
line\* Do not place snow in yard between garage and  
3534 Shamrock Place. \$\_\_\_\_\_ Per Occurrence

10. 3300 – 3312 E. Washington St.  
Public sidewalk ONLY – no driveways or stoops. \$\_\_\_\_\_ Per Occurrence

11. Vacant Units – Housing Authority Public Housing  
Coordinator will call on vacant units as needed  
Public sidewalk and sidewalks up to units  
Snow may be placed in the yard. \$\_\_\_\_\_ Per Occurrence

12. 608 Eastmoor Drive (Vacant Lot)  
Public sidewalk ONLY – no driveway or stoops. \$\_\_\_\_\_ Per Occurrence

13. 1310 Foster Road.  
Southside ramped sidewalk to building, front entry from  
public sidewalk to building, sidewalk from entrance to the  
dumpster, sidewalk around the dumpster, parking lot  
including 2 spaces north of dumpster. Public sidewalk on  
Walker Circle and Foster Rd. \$\_\_\_\_\_ Per Occurrence

**Total for Housing Authority Properties: \$\_\_\_\_\_ Per Occurrence**

**NEIGHBORHOOD SERVICES**

1. 2229 Muscatine Ave  
Public sidewalks along Muscatine Ave. and 1<sup>st</sup> Ave. \$\_\_\_\_\_ Per Occurrence

2. 724 Ronalds St.-Public Sidewalks. \$\_\_\_\_\_ Per Occurrence

**Total for Neighborhood Services: \$\_\_\_\_\_ Per Occurrence**

**PARKS AND RECREATION PROPERTIES**

1. 881 Park Place  
Public Walks \$\_\_\_\_\_ Per Occurrence

2. 886 Park Place  
Public Walks \$\_\_\_\_\_ Per Occurrence

3. 889 Park Place  
Public Walks \$\_\_\_\_\_ Per Occurrence

- 4. 893 Park Place  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 5. 901 Park Place  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 6. 508 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 7. 512 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 8. 600 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 9. 605 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 10. 608 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 11. 616 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 12. 700 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 13. 701 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 14. 704 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 15. 717 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 16. 721 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 17. 724 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 18. 729 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 19. 731 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 20. 732 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 21. 735 Manor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence

- 22. 515 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 23. 516 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 24. 520 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 25. 527 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 26. 539 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 27. 551 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 28. 601 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 29. 608 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 30. 609 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 31. 612 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 32. 613 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 33. 700 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 34. 703 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 35. 708 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 36. 712 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 37. 713 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 38. 720 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence

- 39. 729 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 40. 800 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 41. 801 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 42. 804 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 43. 808 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 44. 809 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 45. 812 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 46. 813 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 47. 816 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 48. 817 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 49. 820 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 50. 821 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 51. 824 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 52. 825 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 53. 828 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 54. 829 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 55. 837 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 56. 839 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence

- 57. 840 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 58. 849 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 59. 853 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 60. 857 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 61. 861 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 62. 865 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 63. 869 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 64. 877 Normandy Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 65. 604 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 66. 605 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 67. 612 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 68. 613 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 69. 700 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 70. 701 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 71. 709 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 72. 712 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 73. 713 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence

- 74. 716 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 75. 717 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 76. 719 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 77. 723 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 78. 800 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 79. 801 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 80. 804 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 81. 805 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 82. 806 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 83. 816 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 84. 817 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 85. 820 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 86. 821 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 87. 825 Eastmoor Drive  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 88. 608 Granada Court  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 89. 612 Granada Court  
Public Walks \$\_\_\_\_\_ Per Occurrence
- 90. 613 Granada Court  
Public Walks \$\_\_\_\_\_ Per Occurrence

91. Terry Trueblood Recreational Area  
 579 McCollister Blvd.  
 Parking Lot in front of Lodge and  
 Entryway Sidewalks (Will call only) \$\_\_\_\_\_ Per Occurrence (When called)

92. Ashton House  
 820 Park Road  
 Parking Lot and sidewalks (Will call only) \$\_\_\_\_\_ Per Occurrence (When called)

**Total for Parks and Recreation: \$\_\_\_\_\_ Per Occurrence**

**SENIOR CENTER**

1. 28 S. Linn St  
 South entryway and approach; (2) Two entryways and  
 (2) Two sets of steps on the west side; (2) Two parking  
 spaces and the ramp both located on the north side of the  
 building. \$\_\_\_\_\_ Per Occurrence

2. Bike Rack Pad. Northwest corner of Sr. Ctr. property at 28  
 S. Linn Street. Ice and snow should be removed from  
 the entire pad (approx. 20 sq. ft). \$\_\_\_\_\_ Per Occurrence

**Total for Senior Center: \$\_\_\_\_\_ Per Occurrence**

**ANIMAL CONTROL**

1. 3910 Napoleon Lane. 6 parking spaces north of  
 the building, small traffic circle north of the building,  
 parking spot on the east side of the building, and  
 delivery entrance at the south end of the building. \$\_\_\_\_\_ Per Occurrence

2. Entry way sidewalks.  
 Walkways located to the west of the building,  
 (2) Walkways on the east side of the building. \$\_\_\_\_\_ Per Occurrence

3. South stray dog area (17 ft x 32 ft), north stray dog  
 area (23 ft x 32 ft), adoption area meet and greet  
 (20 ft x 19 ft), and adoption area with  
 dog runs (32 ft x 34 ft). \$\_\_\_\_\_ Per Occurrence

**Total for Animal Control: \$\_\_\_\_\_ Per Occurrence**

**SOUTH DISTRICT PROPERTIES:**

1. 1911/1913 Taylor Drive  
 Public Sidewalks and driveways \$\_\_\_\_\_ Per Occurrence

- 2. 2003/2005 Taylor Drive  
Public Sidewalks and driveways \$\_\_\_\_\_ Per Occurrence
- 3. 2021-2023 Taylor Drive  
Public Sidewalks \$\_\_\_\_\_ Per Occurrence
- 4. 2129 Taylor Drive  
Public Sidewalks \$\_\_\_\_\_ Per Occurrence
- 5. 2318/2320 Taylor Drive  
Public Sidewalks and driveways \$\_\_\_\_\_ Per Occurrence
- 6. 2160/2162 Davis Street  
Public Sidewalks and driveways \$\_\_\_\_\_ Per Occurrence
- 7. 2218/2220 Davis Street  
Public Sidewalks and driveways \$\_\_\_\_\_ Per Occurrence
- 8. 1132/1134 Sandusky Drive  
Public Sidewalks and driveways \$\_\_\_\_\_ Per Occurrence
- 9. 1311/1313 Sandusky Drive  
Public Sidewalks and driveways \$\_\_\_\_\_ Per Occurrence
- 10. 1312/1314 Sandusky Drive  
Public Sidewalks and driveways \$\_\_\_\_\_ Per Occurrence

**Total for South District Properties: \$\_\_\_\_\_ Per Occurrence**

**Provide a detailed description of what your company considers as “an occurrence”:**

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**Section Five – References**

**References:** Vendor must provide a **minimum** of three (3) references where the proposed services were provided by the vendor. The City reserves the right to call and/or email the references provided by the vendor and obtain information regarding the services procured and the performance of the vendor. *Substitute forms will not be accepted. The vendor must complete and submit this form.*

- 1) Company Name: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Address of Contact: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
- 2) Company Name: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Address of Contact: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
- 3) Company Name: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Address of Contact: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

**Section Six - Company Information Form**

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

The undersigned vendor states that this bid 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 bid and the bid prepared by the City of Iowa City, the City’s Request for Bid document shall prevail.

The City of Iowa City is not responsible for the vendor’s failure to provide information and pricing on required items. In this instance, the prices submitted will prevail as the proposed price for all required goods and services.

The undersigned vendor, having examined and determined the scope of this Request for Bid, hereby proposes to provide the required goods and services to perform the work as described in the bid documents and to do all work at the prices set forth within.

**Exceptions, Deviations or other Agreements**

**Exceptions/Deviations** to this Request for Bid 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 bid or any submittals after the bid due date.

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**Prohibited Interest**

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

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

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**Liens, Unsatisfied Judgments, Disciplinary Actions**

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

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**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: \_\_\_\_\_

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

**Authorized Signature**

Name of Firm: \_\_\_\_\_

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

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

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

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

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

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

**Addenda Form**

The undersigned hereby acknowledges receipt of the any applicable addenda:

Addenda Number

Date of Addenda

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

### Section Seven – 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**

*Note: Submission of the Contract Compliance Document and the company's Equal Employment Opportunity Policy will be required only upon contract award.*

#### **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. Regarding 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 ensure 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 Equal Employment Opportunity officer or legal counsel to formulate a policy which specifically meets the needs of your company.

**Assurance of Compliance  
(to be completed by the awarded Vendor)**

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.

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Business Name

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Phone Number

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Signature

---

Title

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Print Name

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Date