



Date: March 15, 2019

Request for Bid:

#19-175, Pedestrian Signals for the City of Iowa City's Streets Division

Address Bids to:

Sealed bids will be received at the Office of the City Clerk, until the time and date specified below.

Address Bids to:

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

on or before the bid opening, local time and date specified below. Bids shall be in a **sealed** envelope/container and clearly marked on the front "Bid for Pedestrian Signals for the City of Iowa City's Streets Division #19-175."

Questions: All questions, inquiries, requests for public information and clarifications regarding this Request for Bid can be answered by **e-mailing** the following representative. In order to receive a response, they must be in written form and be submitted via e-mail no later than **noon, March 20, 2019.**

Purchasing Division:
Mary Niichel
Purchasing Agent
mary-niichel@iowa-city.org
(319) 356-5078

Notice to Bidders: Sealed bids must be received by the City Clerk's office **before 2:30 p.m. (local time) on March 26, 2019.**

Bid Opening: **2:30 p.m. (local time), March 26, 2019,** Helling Conference Room, 410 E. Washington St., Iowa City, Iowa 52240.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open any bid responses which are received later than the date and time stated above.

Insurance: Insurance is required, as specified in Section 3-B. No bid security or performance bond is required.

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.

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Section 1 - Submittal Checklist

The following documents are required to be submitted with the vendor's bid.

Item A - Completed and Signed Company Information & Price Sheet

The 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 bid price for all required products, shipping and delivery fees. **This form must be legibly typed or handwritten.**

The form provided in Section 6 must be used; substitute forms will not be accepted.

Item B – References

The vendor must include at least three (3) current references where work has been performed similar in scope to this bid, including name and address of company, name, title, and phone number of contact person. References from the bidder must include agencies other than the City of Iowa City

The form provided in Section 5 must be used; substitute forms will not be accepted.

Item C – Wage Theft Policy

After review of **Section 4 - Wage Theft Policy**, the **Wage Theft Affidavit** must be completed, notarized, and included in the submitted bid.

Note: The vendor's bid must include the items listed above and must be sealed at submission time. Failure on the vendor's part to submit a sealed bid and a complete bid may be cause for rejection of the vendor's bid.

Section 2 - Specific Conditions and Instructions to this Bid

A. Scope:

The City of Iowa City is seeking firm pricing from a qualified vendor (authorized distributor) to supply the following Pedestrian Signals and associated products for the City of Iowa City's Streets Division per the terms, conditions, and specifications provided herein.

The following quantities listed below shall be included in the City's first order. Various quantities of these products may be ordered throughout the term of the contract at the unit price provided by the bidder.

Note: Part numbers may vary by distributor

<u>Part #</u>	<u>Description</u>
SA302A1A11BBB20-02*	12", 2-Section Polycarbonate Pedestrian Signal, with Visor, Color Black With Hand/Man & Countdown Qty 48
AB-0121-48-SS-P33	Astro Mini-Bracket, 1 1/2" Pipe Thread, Stainless Steel Set Screw, 48" Stainless Steel Band, Black Aluminum Qty 80
SE-3036-10-P33 (P02)**	Side-of-Pole Assembly, 1-Way Upper and Lower Arm, 1/12" x 10" Nipple, Black Aluminum Qty 40
SE-3141-1T-P33 (033)**	Horizontal-Mount, Post-Top Terminal Compartment with Upper Arm for 2-Way Mounting, Black Qty 32

B. Term of Contract:

1. The initial term of this contract shall be for one (1) year with the contract commencing on the date stated on the Contract Purchase Order. No price escalation will be allowed during the original term of this contract. The City and the vendor may renew the original contract for four (4) additional one-year time periods by mutual agreement.
2. Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Agent. 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.

C. Product Guarantee and Delivery:

1. Professional workmanship shall meet or exceed existing industry standards.
2. If applicable, all products shall comply with applicable OSHA regulations in effect at the time commodities are shipped. Material Safety Data Sheets (MSDS) are required in accordance with applicable regulations. Material Safety Data Sheets must be left on site immediately after products are provided.
3. Failure of the vendor to provide products within the time specified, unless extended in writing by the City, or failure to replace rejected products 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 products of comparable worth to replace the articles rejected or not delivered. On all such purchases, the vendor shall reimburse the City, within reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the vendor. If the contract is not cancelled, such purchases shall be deducted from the contract quantities. The City

reserves the right to accept products delivered which do not meet specifications, subject to an adjustment in price to be determined by the City.

4. The vendor shall be responsible for any products covered by this contract until delivery, final inspection, and acceptance of products at the designated point. In addition, the vendor shall bear all risk for rejected products after written notice of rejection. Rejected products shall be replaced by and at the expense of the vendor after written notification of rejection.
5. Unless otherwise specified, the vendor shall unconditionally guarantee the materials and workmanship of all products ordered. If any defects or signs of deterioration are noted which in the City's opinion are due to faulty workmanship or materials, the vendor, upon notification and at his/her expense, shall replace the product(s) within ten (10) working days of the City's written notice to the vendor. This shall be done only at such time as shall be designated by the City as least detrimental to the operation of City business.

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

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

6. Final inspection of products shall be conclusive except as regards to latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the products shall be made within a reasonable time after delivery, but failure to inspect and accept or reject products shall not impose liability on the City if such products are not in accordance with the specifications. All products delivered to the City shall be accepted subject to inspection and physical count.

D. Bid Requirements:

1. The submission of a bid by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated. All deviations from the specifications must be noted in detail by the vendor, in writing, at the time of submittal of this bid (See Section 6 - Company Information & Price Sheet). The absence of a written list of deviations at the time of submittal of the bid will hold the vendor strictly accountable to the specifications contained in this Request for Bid.
2. Vendors requiring clarification or interpretation of the Request for bid must contact the Purchasing Agent via e-mail by **noon, March 20, 2019, noon (local time)**. All questions must be in written form in order to receive a response. No oral interpretation of the Request for Bid will be made.
3. Vendors are required to meet all qualifications and specifications of this Request for Bid in order to be considered for award. If a vendor does not clearly demonstrate and provide documentation substantiating that they are compliant with the qualifications and specifications of this Request for Bid, they may be disqualified.
4. The vendor is responsible for all costs related to the preparation of this bid.
5. Vendors are required to bid on all products in order for their bid to be considered.
6. The submission of a bid by the vendor implies the vendor's acceptance of the terms and conditions of this bid unless otherwise stated.

7. Insurance will be required before commencement of the contract, see General Conditions and Instructions to Proposers, Section 3, B. Insurance Requirements.
8. Proposed pricing shall be firm from the beginning date of the signed purchase order. During the initial term of the contract no price escalation will be allowed.
9. All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract, including but not limited to, the cost of shipping, handling and materials.
10. At the time of the bid opening, it will be assumed that each bidder has read and is thoroughly familiar with the contract documents. The failure or omission of a bidder to examine any document shall in no way relieve the bidder from any obligation in respect to its bid.

E. Contract Award:

1. Award of Contract by the City of Iowa City will be based upon the lowest responsible and responsive bid submitted, which meets the requirements and specifications. Past performance of the bidder and completeness of the bid will be taken into consideration when awarding this contract.
2. The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all bids and to waive irregularities or technicalities in any bids when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Bid.
3. Award, if made, will be in accordance with the terms and conditions herein.
4. The vendor's bid must be complete to be considered for award.
5. It is the intent of the City of Iowa City to make an award, in the form of a contract purchase order, within 30 working days after the bid opening.
6. The City reserves the right to order the specified products from other vendors as needed.
7. Vendors with total awards equal to or greater than \$25,000 must complete the City's Contract Compliance document and return the document prior to the contract purchase order being issued.
8. The 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 additionally insured
 - Project bid number and project title as the description
 - Insurance carriers will be noted as A or better by A.M. Best.

The above conditions and instructions clarify this specific bid document but are in addition to the attached General Conditions and Instructions to Bidders (Section 3).

Section 3 - General Conditions and Instructions to Bidders

The general rules and conditions which follow apply to all bids issued by the City unless otherwise specified. Bidders 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 bidder's own risk.

Bids and contracts issued by the City of Iowa City shall bind bidders 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 bids.

“**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**. 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**. Bidder 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**. Unless otherwise specified, faxed or e-mailed bids will not be accepted. Bid shall be submitted in a sealed envelope or box clearly marked on the front with bid 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

4. **Bid Deadline/Opening**. Bidder 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 shall not be responsible for, and may not consider, any bid delayed in the postal or other delivery service, or in the City's internal mail system, nor any late bid, amendment thereto, or request for withdrawal of bid received after the date specified.

Bidders and/or their authorized agents may be present if a formal bid opening is held, at which time all bids shall be opened and cost data read aloud.

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

Bids received after the time and date specified on the request for bid will not be opened and will 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 bidder(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 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

7. **Bids for all or part**. Unless otherwise specified, bidder 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 bidder 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**. Bidders may submit more than one bid, provided the additional bid or bids are properly submitted on the bid forms.
10. **Competency of Bidder**. 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 bidder 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 Bidder 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 bidders 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 bidder shall submit samples and/or catalogs, descriptive literature, detailed drawings, and other information necessary to fully describe the proposed commodity or service.

Bidder shall bear the cost of and make arrangements for the delivery and removal of samples to the specified location. The City may retain awarded bidder's samples until delivery of contracted commodities and/or service has been completed and accepted. Unsuccessful bidders shall remove samples as soon as possible after bid award. The City shall not be responsible for such samples if not removed by the bidder 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 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 the City's web-site at <https://icgov.org/purchasing-bids>

B. Insurance

1. **Insurance Requirements.** When required, the successful bidder 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

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

Insurance Requirements

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

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$500,000	

c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.

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

C. Specifications

1. **Formal Specifications.** The bidder shall abide by and comply with the true intent of the specifications (not take advantage of any unintentional error or admission). 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 bidder 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 bidder proposes to furnish the commodity and/or service so identified by the City unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder 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. Bidder 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. Interpretation, corrections or changes of the bid documents made in any other manner shall not be binding, and bidders 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 bidder'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 bidder 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 bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder who, investigation shows, is not in a position to perform the contract.

In determining a bidder'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 bidder's employment practices.
- Whether the bidder 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 bidder'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 bidder'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 bidder, 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 Bidder 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 bidders 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 bidders submit identical bids and are equally qualified, the City's decision to make award to one or more of such bidders 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 bidder 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 vendor without cost or penalty to the City.
3. **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.
4. **Subletting of Contract.** Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his/her contract or his/her 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 bidder, 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 Good. 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. **Guarantee.** Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a minimum period of one (1) year from date of acceptance of the items delivered and installed. 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.

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 arising 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 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.

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 he/she or his/her workers are 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.** 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.
15. **Choice of Law Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this bid, 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 bid 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. 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 bid.
2. **Responsibility for Commodities and/or Service Delivered.** 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.** Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and bids. 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:
 - Purchase Order number.
 - 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.

Vendors 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 bid number, purchase order number, department name, dollar amount, and any other pertinent information. Submit invoice to:

Purchasing Division
City of Iowa City
City Hall - 410 E. Washington St.
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.

Section 4 – Wage Theft Policy

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

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

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

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

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

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

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

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

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

Wage Theft Affidavit

State of _____)

) ss:

_____ County)

I, _____, upon being duly sworn, state as follows:

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

Signature

This instrument was acknowledged before me by _____ on _____, 20____.

Notary Public in and for the State of _____

Section 5 - References

Provide at least three (3) references that purchase the proposed product(s) from your company on a regular basis. Include the company's name, a company contact, the title of the contact person, and the phone number of the contact person. The City reserves the right to contact references as part of the evaluation and selection process. City of Iowa City employees **will not** be accepted as a reference.

Note: The information listed below must be fully completed.

1.) Company Name: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____
Products Purchased: _____

2.) Company Name: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____
Products Purchased: _____

3.) Company Name: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____
Products Purchased: _____

Section 6 – Company Information & Price Sheet

Complete the following price sheet and company information listed below. The submitted pricing must include, but not be limited to, all products, shipping, and handling, etc. to provide the items listed below. Any fees that are excluded for the specified products will be the responsibility of the vendor.

Note: Part numbers may vary by distributor.

<u>Part #</u>	<u>Description</u>	Unit Price	Total Price
SA302A1A11BBB20-02	12", 2-Section Polycarbonate Pedestrian Signal, with Visor, Color Black With Hand/Man & Countdown	Qty 48 \$ _____	\$ _____
AB-0121-48-SS-P33	Astro Mini-Bracket, 1 1/2" Pipe Thread, Stainless Steel Set Screw, 48" Stainless Steel Band, Black Aluminum	Qty 80 \$ _____	\$ _____
SE-3036-10-P33 (P02)	Side-of-Pole Assembly, 1-Way Upper and Lower Arm, 1/12" x 10" Nipple, Black Aluminum	Qty 40 \$ _____	\$ _____
SE-3141-1T-P33 (033)	Horizontal-Mount, Post-Top Terminal Compartment with Upper Arm for 2-Way Mounting, Black	Qty 32 \$ _____	\$ _____
Grand Total Price		\$ _____	

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.**

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.

Voluntary Demographic Information

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

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

Name: _____

Phone Number: _____

E-mail Address: _____

The undersigned bidder, having examined and determined the scope of this bid, hereby proposes to provide the required labor, services and equipment described in the bid documents at the prices set forth within.

The undersigned bidder 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 bidder 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 or the vendor's bid and the Request for Bid prepared by the City of Iowa City, the City's Request for Bid document shall prevail.

Name of Firm: _____

Name and Title of Representative: _____

Authorized Signature: _____

Address: _____

Date: _____

Phone: _____

E-Mail Address: _____

Addenda Form

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number

Date

Section 7 - Contract Compliance Program
(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 bid 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 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

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