

**Date:** November 5th, 2020



**CITY OF IOWA CITY**

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

**Request for Proposal:** #21-167, On-street Parking Meter System Replacement for the City of Iowa City Transportation Services Department

Due to public health concerns surrounding COVID-19, *proposals may be mailed or submitted electronically by email*. Each proposal must be complete with all the supporting documentation and follow the order outlined in Section One – Submittal Package Checklist.

**If the proposal is mailed** vendors must submit three (3) printed copies of the proposal. Proposals must be sealed and clearly marked on the outside of your envelope or container Request for Proposal: On-street Parking Meter System Replacement for the City of Iowa City Transportation Services Department, RFP #21-167.” Sealed proposals must be received by the City Clerk’s office **before 2:30 p.m. (local time) on December 1st, 2020.**

**Address the proposals to:**

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

**If the proposal is emailed:** Proposals must be received by [theresa-vanatter@iowa-city.org](mailto:theresa-vanatter@iowa-city.org) **before 2:30 p.m. (local time) on December 1st, 2020.** Vendors must email one (1) copy of the proposal. Proposals must have “RFP #21-167” in the subject line of the e-mail.

Faxed proposals will not be accepted. All times and dates are central standard time.

**Questions:** All questions regarding this Request for Proposal will be accepted until **November 20th, 2020, noon (local time)** by e-mailing the following City representative. All questions must be in writing in order to receive a response.

Purchasing  
Theresa Vanatter, Procurement Coordinator  
[theresa-vanatter@iowa-city.org](mailto:theresa-vanatter@iowa-city.org)  
(319) 356-5075

**No Contact Policy:** Any contact initiated by the proposer or by a City representative, other than the Procurement Coordinator concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

The City is not responsible for delays occasioned by any means of delivery employed by the proposer. The City is not responsible for, and will not open, any proposals received later than the date and time stated above.

**Bonds and insurance:** Insurance is required, as specified in Section Four. No proposal security or performance bond is required.

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**Section One – Submittal Package Checklist**

Review the following checklist to make sure the contents listed below are included in all proposal submissions. **The required sections and specific content must be organized in the submitted proposal as they are listed below.**

**\_\_\_\_\_ Item A - Proposal Summary Letter**

A letter signed by an officer of the proposer empowered to bind the firm in the contract offer. Explain the history of your company. Include, official company name, permanent address, and the dates of official organization. Include the name, contact information, and years of experience with installing parking access and revenue systems of the project manager. Include the names and experience of other key personnel working on this project.

**\_\_\_\_\_ Item B – Methods and Procedures**

A description of the proposed system including design, detailed specifications, manufacturer’s literature, and warranty information. Include a sample of your company’s software maintenance agreement.

**\_\_\_\_\_ Item C – Implementation Schedule**

A time schedule for implementation including a detailed training plan and schedule. Implementation of new parking meters must be completed by March 12, 2021.

**\_\_\_\_\_ Item D – Fee Schedule**

A comprehensive and detailed listing of **all** costs, and fees to be incurred as a part of your company’s work for each phase of the project.

- Installation of the meters. provide information and pricing on all required items. The submitted pricing must include all costs required to perform the tasks of this contract. These costs include, but are not limited to, labor, materials, equipment, training, and travel, etc.

Any costs not included in the vendor’s submitted proposal that are required to perform the services under this contract, will be the responsibility of the awarded vendor.

**\_\_\_\_\_ Item E – References and Company Information Form (Section Five)**

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

*Complete and submit the form provided in Section Five.*

**\_\_\_\_\_ Item F – Questionnaire**

A completed Questionnaire

*Complete and submit the form provided in Section Six.*

**\_\_\_\_\_ Item G – Wage Theft Policy**

Wage Theft Policy and Affidavit must be reviewed and completed.

*Complete and submit the form provided in Section four.*

**\_\_\_\_\_ Item H – Contract Compliance Document (to be completed by awarded vendor only)**

Review and Complete the City of Iowa City Contract Compliance Document and provide a copy of your written Equal Employment Opportunity Policy Statement.

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

**A. Scope of Work:**

The City of Iowa City is seeking Proposals from qualified and experienced vendors of an On-Street Parking Meter System to replace existing parking meter equipment that will allow for multiple payment options (Coin, Credit Card, etc.). The system will need to be able to integrate with multiple parking technologies including pay by cell technology, space detection technology, and enforcement software. The System must have a robust reporting system and have the capability to automatically transfer data between the hardware units to the management software. The system must be able to report revenue and payment information and hardware status information in real time. The proposed system must allow for future changes in enforcement hours, rates, and terms. The City of Iowa City currently utilizes Duncan parking meter housings – the proposed parking meters must be compatible with our current parking meter housings – Duncan Parking Meter Housing - Models 60, 76, 95.

**B. Proposal Requirements:**

To qualify for award, the vendor must have a minimum of five (5) years of experience with an On-Street Parking Meter System in the U.S. market. The vendor must be able to demonstrate success with software and hardware components through client references and an on-site demonstration. In addition the vendor must have a positive standing within the parking industry, be able to provide proof of technical expertise, **perform a successful installation of the proposed system, provide a thorough training program and be able to provide future maintenance support after the initial purchase.**

**C. Background:**

Currently, the Transportation Services Department enforces parking regulations from 8:00am – 6:00pm, Monday through Saturday in the downtown area. The downtown boundaries are Brown Street (North), Pleasant Street (East), Benton St (South), and Madison Street (West). For the purpose of this RFP, the Core Downtown includes Jefferson Street (North), Gilbert Street (East), Burlington Street (South), and Clinton Street (West).

The Transportation Services Department utilizes a staff of three Parking Enforcement Attendants (PEA's) working a variety of shifts to cover the enforcement areas. The Iowa City Police Department also enforces parking regulations in outlying areas and enforces the downtown after 5 pm. **The City of Iowa City has 1,127 meters on the street and in off street lots.** The current meter rates vary from \$1.50/hour in the Core Downtown to \$.75/hour in the outlined areas and lots. The terms range from 30 mins to 10 hours. A vehicle parked in a metered space could be issued a citation for the following violations; Expired Meter, Overtime Parking, No Parking 2a-6a, and Prohibited Parking (daily contractor reserved spaces and temporary no parking zones).

The City of Iowa City currently utilizes the Duncan Liberty single space meter for the on-street and off-street metered locations. These meters currently accept coin, credit card and Passport Mobile Payment. Parking Enforcement Attendants utilize Samsung cellular phones as a part of the T2 Flex Parking Management software suite. These cell phones communicate with our parking database in real-time using cellular communications. Enforcement areas are patrolled by walking and/or driving of a vehicle. The Iowa City Police Department currently utilizes hand-written parking tickets for the areas they enforce.

**D. Project Term**

The initial term of this contract shall be for one (1) five (5) year term, beginning with this issuance of the Contract Purchase Order in December of 2020 or early January of 2021.

**E. Project Completion Date:**

Implementation of new parking meters must be completed by March 12, 2021.

**F. Extensibility Language:**

Upon request, the results of this Request for Proposal may be extended to any other City of Iowa City department. In addition, the opportunity to purchase from this Request for Proposal may be extended to The University of Iowa being a member of the Board of Regents, State of Iowa, the resultant award of this Request for Proposal will be made available to the other Board of Regents Institutions and any of the State's municipalities, counties, institutions of higher education, and local school districts that do not rely upon the University of Iowa for funding, for formulation of Agreements if they should so choose. Any such usage must be in accordance with the policies of the respective entity and with the approval of the awarded vendor. The awarded vendor may determine it is necessary to charge delivery fees for entities located outside of the Iowa City area. The City is not an agent of, partner to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such procurements.

**G. Proposal Requirements:**

1. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a contractor implies contractor acceptance of the terms and conditions herein, unless otherwise stated.
2. The proposer is responsible for all costs related to the preparation of this Proposal.
3. Any costs associated with this project not specifically set forth in this Request for Proposal will be the responsibility of the contractor and will be deemed included in the fees and charges bid herein.
4. All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be and are incorporated herein by reference.
5. Responses may be rejected if the contractor fails to perform any of the following:
  - a. To adhere to one or more of the provisions established in this Request for Proposal
  - b. To demonstrate competence, experience, and ability to provide the equipment and services described in this Request for Proposal
  - c. To submit a response on or before the deadline and complete all required forms
  - d. To respond to a written request for clarification or additional information
6. Proposers may be required to submit financial statements following the opening of proposals to determine if an awardee is fully qualified to receive the award.

**H. Contractor Interviews:**

The City reserves the right to conduct interviews with vendors to determine if the vendor and his/her designated project team can provide the Scope of Services in a timely and satisfactory manner. Invitation to participate in a pre-selection interview shall be solely at the discretion of the City. All such interviews will be conducted remotely.

**I. Contract Negotiations:**

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

**J. Contract Award:**

1. The vendor's proposal must be complete to be considered for award.
2. The contractors shall not subcontract any part of this contract without the prior written approval of the City. All subcontractors working on this contract must be employed by and responsible to the awarded contractor.

3. The City reserves the right to qualify, accept, or reject any or all contractors as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the contractor to the terms and conditions of the Request for Proposal.
4. It is the City's intent to make an award within sixty (60) working days of the proposal due date.
5. Award, if made, will be in accordance with the terms and conditions herein.
6. Award, if made, shall be in the form of a Contract Purchase Order. The Contract Purchase Order is governed by the terms and conditions of this Request for Proposal.
7. Any change to the contract must be approved in writing by the Procurement Coordinator, the Associate Director of the Transportation Services Department, and the Contractor.

**K. Evaluation Process:**

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

An evaluation committee will determine if the proposal meets the scoring qualifications defined in the RFP. Failure of the bidder to provide information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the bidder. The evaluation process shall be based on a 100-point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. Proposals must receive a minimum of 80 points to be considered for award. Categories are defined below. Each category is assigned a range of possible points. Evaluators shall assign a point value within the specified range. This point value is based on how well the proposal meets or exceeds the City's requirements. The following table lists the maximum points associated with each category.

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

<u>Point Category</u>	<u>Assigned Points</u>
Equipment quality and adherence to specifications	25
Contractor's Qualifications and Capability to Perform the Work/References	25
Installation Schedule	10
Pricing Fee	<u>40</u>
<b>Total</b>	<b>100</b>

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

**Section Three – Specifications and Requirements**

**A. Project Description:**

The City of Iowa City Transportation Services Department wishes to obtain a technology that will allow a visitor parking in downtown Iowa City the option to pay for parking with various payment options. These options must include but are not limited to credit card and coins.

The City of Iowa City Transportation Services Department is interested in a complete solution that has the flexibility to integrate with a variety of technologies to provide a complete parking management solution which includes:

- Software able to be viewed at multiple workstations
- A variety of reports
- The ability to monitor live data including paid parking spaces
- The ability to detect if a vehicle is parked in a stall
- Pay by Phone capabilities
- The ability to display an out of order or no parking message when malfunctioned or at the request of the City of Iowa City
- Allow the parker to add additional time to an existing parking session
- If the coin payment option is inoperable, the system must allow a credit card or other form of payment
- The date and time shall be displayed on the screen
- **Augmented power through solar technology is preferred but not required.**

**B. Scope of Services:**

This system must accept credit card and/or coin payments for parking spaces in the downtown Iowa City area. **Preference will be given to systems that offer a smart card, value pass, web, and/or phone payment options.**

**Management Software Application**

The successful vendor shall provide a complete management software solution that can be viewed from PC's designated by the City of Iowa City. The management software shall allow access to all the data collected from each space including but not limited to revenue collected.

**Reports**

The system shall have the capability to provide access to a variety of management and performance reports. These reports must include occupancy data, revenue reporting of every transaction for any specified date/time range, alarm and status reports, and the ability to export data to a .txt file or MS Excel

**Additional Specifications**

- Equipment must function, without failure, in wind, rain, snow and temperatures above 100 degrees F and below -10 degrees F.
- Equipment must have a display that is clearly visible both day and night.
- **The proposed parking meters must be compatible with our current parking meter housings – Duncan Parking Meter Housings - Models 60, 76, 95.**

**C. Communication and Server Requirements:**

The vendor shall be responsible for ensuring that all communications services required for the On-Street Parking Meter System Replacement are adequate for the proposed system.

The vendor is responsible for providing the City of Iowa City all server requirements for their proposed system.

**D. Scheduling and Delivery:**

The awarded vendor must plan on staging the equipment and software replacement to minimize disruption to the parking operation. The City of Iowa City Parking Services Division and the awarded vendor must mutually agree on the scheduling, delivery (time, location, etc.) and staging process. Any necessary parking or demolition space must be coordinated with the owner and the need for parking space on site must be included in the proposal.

**E. Hardware, Software Maintenance and Support:**

The vendor must include a minimum of one (1) year warranty for hardware, parts, software, shipping costs, labor, travel, and service calls post acceptance of the installation by the City of Iowa City. All materials and components shall be new and unused.

Proposer shall supply a full and complete schedule of preventive maintenance requirements for the entire On-Street Parking Meter System including all hardware and software components. The schedule of preventive maintenance shall be organized by device, or software component, and shall detail the following as the minimum requirement: Each required preventive maintenance activity

- The recommended frequency of each preventive maintenance activity
- The procedures for performing each preventive maintenance activity
- Any special tools or supplies needed for the performance of preventive maintenance activities

**As part of the maintenance contract, the vendor must provide new releases and upgrades for On-Street Parking Meter System software upon release of revision to the installed software products, without charge, for not less than five (5) years.**

**F. Spare Parts:**

The vendor shall be required to provide an on-site inventory of spare parts, in addition to the vendor's recommended spare parts roster, that shall be included with the delivering of the On-Street Parking Meter System. The vendor may utilize the on-site inventory of spare parts for performing warranty maintenance on the On-Street Parking Meter System. Any spare parts used by the vendor in the performance of warranty maintenance shall immediately be replaced by the vendor at no cost to the City of Iowa City Transportation Services Department to assure the on-site spare parts inventory is continuously maintained at the proper level. All spare parts in the on-site inventory shall always remain the property of the City of Iowa City Transportation Services Department.

**G. Response Time:**

As part of the warranty process, the vendor shall provide timely same day response for any service calls placed between 8:00 AM to 5:00 PM (Central Time), Monday through Friday (excluding major holidays) regarding repair or replacement of any and all components of the On-Street Parking Meter System which shall malfunction.



**H. Training and Implementation Requirements:**

The successful vendor is to provide an initial minimum of eight (8) hours of training to fully train the City of Iowa City Transportation Services Department representatives on all aspects of operating the installed equipment and software. Training must be included in the cost of this project. Proposer shall include a detailed Training Plan in their response to the Request for Proposal.

**Section Four: General Conditions and Instructions to Proposers**

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

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

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

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

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

**A. Conditions for Proposing**

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

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

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

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

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

If the proposal is e-mailed the Proposal must be emailed to [theresa-vanatter@iowa-city.org](mailto:theresa-vanatter@iowa-city.org) vendors must email one (1) copy of the proposal. Proposals shall have "RFP #21-167" in the subject line of the e-mail.

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

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

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

for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.

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

## **B. Insurance and Bonds**

1. Insurance Requirements. When required, the successful Proposer shall provide insurance as follows:
  - a. Certificate of Insurance; Cancellation or Modification
    1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
    2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
    3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.

4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

b. Minimum Coverage

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

Insurance Requirements

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

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

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

When Additionally Required:

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

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

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

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

**When Additionally Required:**

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

2. Performance Bond. **When required**, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.

3. **Bid Security.** **When required,** no bid shall be considered unless accompanied by either of the following forms of bid security:
  - a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
  - b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

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

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

### C. **Specifications**

1. **Formal Specifications.** The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission and bring this information to the attention of the City). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the Proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. **Proposed Alternate.** When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by the City unless the Proposer specifically proposes an alternate. In bidding on a proposed alternate, the Proposer shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. **Qualifications, Credentials and References.** The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.

4. Addendum to Specifications. Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website: <https://icgov.org/purchasing-bids>. **Proposers are required** to visit the City's website periodically for all addendums or other pertinent information regarding this opportunity. **It is the Proposer's sole responsibility to check daily for Addenda to posted documents.**

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

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

#### **D. Selection of Firm**

1. Rejection of Proposals. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. Selection. The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
  - The quality, availability, adaptability and life cycle costing of the commodities and/or service.
  - Guarantees and warranties.
  - Ability, capacity and skill to provide the commodities and/or service required within the specified time.
  - Ability to provide future maintenance and service.
  - Character, integrity, reputation, experience and efficiency.
  - Quality of performance of previous and/or existing contracts.
  - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
  - Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
  - If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
  - Such other relevant information as may be secured by the City.
  - Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

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

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

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

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

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

1. Contract Award. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.
2. Insurance. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. Availability of Funds. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.
4. Change in Laws: In the event of a change in law that frustrates the goals of the City relative to this contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.
5. Contract Alterations. The City reserves the right to make changes to the good and/or services to be provided which are within the Scope of this Contract. No assignment, alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and agreed to by both the City and the Vendor. The Vendor shall not commence any additional work or change the scope of the goods and/or services provided until authorized in writing by the City. The Vendor shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Contract executed by both the Vendor and the City. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement by the Purchasing Division.



6. Subletting of Contract. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case, shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
7. Contract Period. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
  - a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
  - b. Terminated due to default, as described below.
8. Default. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

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

9. Delivery Failures. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs, the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.
10. Force Majeure. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
11. Indemnity. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage arising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone

directly or indirectly employed by either.

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

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

Proposer further agrees to:

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

#### **F. Payment Provisions**

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

City of Iowa City  
Attn: Transportation Services RFP21-167  
410 East Washington St.  
Iowa City, Iowa 52240

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

Revised 5/28/2019

**Section five: References and Company Information**

**References from other City of Iowa City employees will not be accepted.**

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

1) Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contract Term: \_\_\_\_\_  
(Date services Provided)

2) Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contract Term: \_\_\_\_\_  
(Date services Provided)

3) Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contract Term: \_\_\_\_\_  
(Date services Provided)

**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 based on any potential for conflict of interest as determined by the City of Iowa City).**

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**Liens, Unsatisfied Judgments, Disciplinary Actions**

List 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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**City of Iowa City Wage Theft Policy**

Your company must carefully review the policy included in Section Seven. of this Request for Proposal. Any objection that your company has regarding this policy must be stated in the space provided below. If your company agrees with this policy and can uphold the policy, provide a statement in the space provided below.

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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: \_\_\_\_\_

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

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

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. If there are any discrepancies or differences between any conditions of the vendor’s proposal and the RFP prepared by the City of Iowa City, the City’s document shall prevail.

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

Name and Title of Representative: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Web Site: \_\_\_\_\_

**Section Six: Questionnaire**

Include questions followed by the clear and concise answers. Additional information may also be submitted if desired.

**Company Information:**

- 1 How many years has your company has been in business?
  
- 2 How many years of experience does your company have in providing, manufacturing, and installing this type of On-Street Parking Meter System?
  
- 3 Is your business an equipment manufacturer of any of the proposed equipment or is your business a dealer?
  
- 4 Please indicate the manufacturer of all the equipment being proposed.
  
- 5 List all subcontractors to be used on this project, the portion of the work they will complete and the location of their business.

**General:**

- 1 Does your system currently integrate with any LPR system?
  
- 2 Does your system currently integrate with T2 Systems Flex software? If no, can you integrate with other parking management systems? List any current integrations available with other parking systems.
  
- 3 Outline any partnerships or integrations that your system has with pay by cell technology.

- 4 Outline any partnerships or integrations that your system has with vehicle detection technology, as well as a detailed description of the hardware, software, and network diagram for this option.
- 5 Outline any ongoing software and hardware maintenance fees that are required or available as a part of this system.
- 6 Describe the step by step process for accepting credit card payments from the time the card is inserted into your equipment to the time the funds are deposited in the City of Iowa City's account.
- 7 How long will an average credit card transaction take to process?
- 8 Who is responsible for the credit card gateway and which gateway options are compatible with your system?
- 9 Outline how the equipment processes transactions when off-line.
- 10 How long does an off-line transaction take to process?
- 11 Outline your PCI-DSS compliancy status and provide a copy of any certifications.
- 12 Describe all payment options, including acceptable credit card types.
- 13 Outline any other functionality that is available as a part of your proposed system that is not outlined in the specifications of this Request for Proposal.
- 14 Outline the functionality of your system by providing us a detailed description of the equipment /hardware and software required to make the system function optimally. Include the network diagram of this system



- 15 Do the parking meter credit card readers accept EMV chipped credit cards? If not, what are your plans to develop this technology?
  
- 16 Are the meters able to accept contactless credit cards? If not, what are your plans to develop this technology?

**Section Seven: City of Iowa City Wage Theft Policy**

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

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

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

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

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

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

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

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

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

Wage Theft Affidavit

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

1. I am the \_\_\_\_\_(position) of \_\_\_\_\_

(“contracting entity”) and have the authority to execute this affidavit on behalf of said contracting entity and any person or entity with an ownership interest in said contracting entity of more than 25%.

2. Neither \_\_\_\_\_ (contracting entity) nor any person or entity with an ownership interest of more than 25% of said contracting entity has been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection Law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages in the last 5 years.

Signature \_\_\_\_\_

**Section Eight: Contract Compliance Document**  
**(To be completed by awarded vendor only)**

**General Policy Statement**

It is the policy of the City of Iowa City to require equal employment opportunity in all City Contract work. This policy prohibits discrimination by the City's contractors, consultants and vendors and requires them to ensure that applicants seeking employment with them and their employees are treated equally without regard to race, color, creed, religion, national origin, sex, gender identity, sexual orientation, disability, marital status, and age. It is the City's intention to assist employers, who are City contractors, vendors or consultants, in designing and implementing equal opportunity so that all citizens will be afforded equal accessibility and opportunity to gain and maintain employment.

**Provisions:**

1. All contractors, vendors, and consultants requesting to do business with the City must submit an Equal Opportunity Policy Statement before the execution of the contract.
2. All City contractors, vendors, and consultants with contracts of \$25,000 or more (or less) if required by another governmental agency) must abide by the requirements of the City's Contract Compliance Program. Emergency contracts may be exempt from this provision at the discretion of the City. Regardless of the value of the contract, all contractors, vendors, and consultants are subject to the City's Human Rights Ordinance, which is codified at Article 2 of the City Code.
3. Contracting departments are responsible for assuring that City contractors, vendors, and consultants are made aware of the City's Contract Compliance Program reporting responsibilities and receive the appropriate reporting forms. A notification of requirements will be included in any request for proposal and notice of bids.
4. Contracting departments are responsible for answering questions about contractor, consultant, and vendor compliance during the 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, using 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 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 based on 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 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 business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
- Any employer who regularly employs less than four (4) individuals. For purposes of this section, individuals who are members of the employer's family shall not be counted as employees. (Ord. 08-4312, 8-11-2008)

### **Sample: Equal Employment Opportunity Policy**

To all employees of \_\_\_\_\_

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

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

The Equal Employment Opportunity Officer for \_\_\_\_\_ is:

Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

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

**Assurance of Compliance**

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

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

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

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

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

Where is this statement posted?

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**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 aid 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?**

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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

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Title

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Print Name

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Date

