



Date: July 8, 2021

Request for Proposal: #21-200, Solar Power Purchase Agreement – City of Iowa City Public Works Facility and the Park Lodge at Terry Trueblood Recreation Area

Notice to Vendors: Sealed Proposals will be received via e-mail or at the Office of the City Clerk, until the time and date specified below.

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

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

Vendors must submit seven (7) printed copies of the proposal. Proposals shall be sealed and clearly marked on the outside of your mailing envelope or container **“Solar Power Purchase Agreement – City of Iowa City Public Works Facility and the Park Lodge at Terry Trueblood Recreation Area, Request for Proposal #21-200”**. Proposals must be received by the City Clerk’s office **by 11:00 a.m. (local time) on Wednesday, July 28, 2021.**

If the proposal is emailed, it must be received by Procurementcoord@iowa-city.org **by 11:00 a.m. (local time) on Wednesday, July 28, 2021.** Vendors must email one (1) copy of the proposal. Proposals **must** have **“RFP #21-200” in the subject line of the e-mail**. Faxed Proposals will not be accepted. All times and dates are Central Standard Time.

A Pre-Submission Conference will be held remotely via Zoom. **The conference will be held on Friday, July 16, 2021 at 10:00 A.M. Central Time. Attendance at the meeting is encouraged.** This meeting is to provide Vendors with an opportunity to discuss the City’s requirements, the specifications related to the contract(s), and to ask questions pertaining to this RFP. **Please review the following Request for Proposal before attending the Pre-Submission Conference.** Contact Procurementcoord@iowa-city.org for a link to the meeting.

Questions: All questions and clarifications regarding this Request for Proposal will be accepted until Tuesday, July 20, 2021, **noon (local time)** by e-mailing the following City representative. **All questions must be in writing in order to receive a response.** All questions and answers will be posted in an addendum on the City of Iowa City website www.icgov.org by 5 p.m. on Friday, July 23, 2021.

Purchasing
Theresa Vanatter, Procurement Coordinator
Procurementcoord@iowa-city.org
(319) 356-5075

No Contact Policy: After the date and time established for receipt of proposals by the City, any contact initiated by the proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

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

Bonds and Insurance: Insurance is required with this Request for Proposal, as specified in Section Three A.

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Section One – Submittal Package Checklist

Proposals must be organized in the following sequence. The City reserves the right to reject proposals that are considered incomplete and do not contain the requested items listed below. **Content must be organized in the submitted proposal as they are listed below.**

Item A – Proposal Cover Letter:

A cover letter on corporate letterhead including a brief description of the company and the services provided, history, present status, company size and organization. The letter must be signed by an authorized agent of the company who can legally bind the company into an agreement.

Item B - Project Work Schedule and Work Plan

A detailed project schedule and work plan addressing the scope of services to be completed for the Park Lodge at Terry Trueblood Recreation Area and for the Iowa City Public Works Facility. Provide a timeline including major milestones, deadlines, and project completion date for both locations. Include all subcontractors that will be used for this project.

Item C – Reference and Reference Projects Form:

A completed Reference and Reference Projects Form. **(Section Four) No other form will be accepted.**

The vendor must have a proven history of successfully providing the specified services.

Item D – Performance of Services

Methods and Means: Provide a response that defines the methods and means by which the firm will perform the services outlined in the Request for Proposal for both locations where solar panels will be installed.

Item E – Company Information Form:

A completed and signed Company Information Form. **(Section Five) No other form will be accepted.**

Item F – Wage Theft Policy:

Review Section Six - Wage Theft Policy and complete the Wage Theft Affidavit form. **(Section Six) No other form will be accepted.**

Item G – Contract Compliance Form: (to be completed by awarded vendor)

Read and complete the contract compliance document. **(Section Seven) No other form will be accepted.**

Section Two - Specific Conditions and Instructions to this Proposal

A. Scope of Work:

The City of Iowa City wishes to provide available space for the installation and operation of a solar electric generating system on the rooftop of the Iowa City Public Works Facility (3810 Napoleon Lane) and on the trellis structure of the Park Lodge at Terry Trueblood Recreation Area (579 McCollister Blvd.) by entering into a Power Purchase Agreement with a PV system contractor who would install and operate the System. The City would purchase the electricity generated by the system

B. Background:

On December 16, 2016, the Iowa City, City Council, in its new Climate Action Plan, formally resolved to reduce 2005-level greenhouse gas (GHG) emissions by 26 to 28 percent by 2025, and 80 percent by 2050, matching the U.S. commitment to the Paris Climate Agreement. The establishment of an official goal by the City Council represented nearly a decade of work by City staff and varying commitments by City leadership. Part of the plan committed to the increase of on-site renewable energy systems and electrification and the continued increase of energy efficiency in City-owned buildings. The new Iowa City Public Works Facility – Phase I, which was substantially completed in January 2020, has a projected energy cost savings of \$21,000 per year. The planned solar panels would assist in the achievement of LEED Gold status being awarded. City staff also recommended that the Park Lodge at the Terry Trueblood Recreation Area would be a good candidate for a PV array due to its visibility to allow for public outreach.

C. Term

TBD

D. Reference Checks and Proposal Clarifications:

The City of Iowa City reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, and to discuss the proposer’s qualifications. The City of Iowa City reserves the right to obtain and consider information from other sources concerning a vendor such as the vendor’s capability and performance under other contracts.

E. 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 this project for 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.

F. Changes in Organizations:

All firms are obligated to inform the City of Iowa City, in a timely manner, of any changes to key personnel, ownership, financial position or any other information related to this project after the

submittal of a proposal. Once the contract has been awarded, the awarded firm will be responsible for informing the City representative of these changes.

G. Proposal Requirements

1. If any vendor is in doubt as to the intent or meaning of any part of this Request for Proposal, the vendor must e-mail the City Representative listed on page one (1) no later than noon, (local time), Wednesday July 20, 2021.
2. Vendors are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by the vendor implies the vendor's acceptance of the terms and conditions of this Request for Proposal, unless otherwise stated.
3. All deviations from the specifications or exceptions to the Request for Proposal, must be noted in detail by the vendor, in Section Five Company Information at the time of submittal of the vendor's proposal.

The absence of a written list of deviations or exceptions at the time of submittal of the proposal will hold the vendor strictly accountable to the specifications and terms and conditions contained in this Request for Proposal.

4. The vendor must include all costs required to complete this project. Any exclusion for costs related to this project will be deemed the responsibility of the vendor.
5. The vendor is responsible for all costs related to the preparation of the proposal.
6. All submitted proposals must be complete to be considered for award; see **Section One – Proposal Requirements Checklist** for the items that are required at submittal.
7. No bid security will be required.
8. Vendors are required to meet all requirements and qualifications of this Request for Proposal in order to be considered for award.
9. Responses may be rejected if the vendor fails to perform any of the following:
 - a. To adhere to one or more of the provisions established in this Request for Proposal
 - b. To demonstrate competence, experience, and ability to provide the 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
 - e. To fulfill a request for a meeting to discuss the requirements of the contract

H. Contract Award

1. The vendor's submitted proposal must be complete to be considered for award.
2. The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City 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 vendor to the terms and conditions of the Request for Proposal.

3. It is the intent of the City to make an award, in the form of a Purchase Order, within thirty (30) working days of the proposal due date. Award, if made, will be in accordance with the terms and conditions herein.

4. Consideration may be given to, but not limited to company history, qualifications and experience with similar projects, references, pricing, and past experiences with the City and the proposer.

5. The awarded vendor will be required to submit a current certificate of insurance prior to a purchase order being issued. The certificate of insurance shall include the following items:

- The City of Iowa City will be named as additional insured
- Project bid number and project title as the description
- Insurance carriers will be rated as A or better by A.M. Best

6. The awarded vendor will be required to complete and submit the City's Contract Compliance Document and their EEO policy before a contract purchase order will be issued.

7. The awarded vendor shall conduct the work so as not to conflict with any Federal, State, or local laws, ordinances, and regulations.

8. The awarded vendor shall not assign or sublet any portion of his contract without the written consent of the City of Iowa City.

9. The City of Iowa City reserves the right to make changes and additions to the contract after commencement of work. All modifications to the contract will be initiated by the City's Purchasing Division in the form of a contract amendment.

I. Evaluation Process:

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

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

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

<u>Point Category</u>	<u>Assigned Points</u>
1) Price	20
2) Company History, Experience with clients, Previous experience with the City, References	40
3) Project Schedule and Work Plan	40
Total Points	100

Section Three - General Conditions and Instructions to Vendors

A. Insurance Requirements:

1. Certificate of Insurance; Cancellation or Modification

- a. Before commencing work, the Vendor 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
 - i. The City of Iowa City will be named as additional insured
 - ii. Project bid number and project title will be in the description
 - iii. Insurance carriers will be rated as A or better by A.M. Best
- b. The Vendor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
- c. 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.
- d. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

2. Minimum Coverage

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

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		

When Additionally Required:

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

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

Type of Coverage	Each Occurrence	Aggregate
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- 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.

3. Performance Bond

When required, the successful Bidder 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.

4. Indemnity

The Vendor shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Vendor'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.

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

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

Vendor 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

Vendor 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 Vendor's own work or to the work of other Vendors, for which the Vendor is responsible.
- d. Obtain all permits and licenses required by City, state, and federal governments and pay all related fees. The Vendor shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

B. 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.

C. 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.

D. Contract Alterations:

The City reserves the right to make changes to the Goods/Services to be provided which are within the Scope of this Contract. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the City and the Vendor. The Vendor shall not commence any additional work or change the scope of the Goods/Service until authorized in writing by the City. Vendor shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Vendor and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

E. Subletting of Contract:

Vendor shall not assign, transfer, convey, sublet or otherwise dispose of any right, title or interest therein, or his/her power to execute such contract, to any other person, firm or corporation, without the prior written consent of the City, but in no case shall such consent relieve the Vendor from his/her obligations, or change the terms of contract.

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 Vendor, 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 Vendor, 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.

F. Default:

The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Vendor 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 Vendor (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 Vendor will in no way be a cause for relief from responsibility.

G. Delivery Failures:

Failure of a Vendor 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 Vendor 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 Vendor. 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.

H. Force Majeure:

The Vendor 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 Vendor. Under such circumstances, however, the City may at its discretion cancel the contract.

The City shall not be liable in damages for any payment failure and may suspend or terminate the contract with respect to delivery of any additional goods or services when such failure, suspension or termination 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 City's control. Under such circumstances, however, the Vendor may at its discretion cancel the contract.

I. New Goods Fresh Stock:

All contracts, unless otherwise specified, shall produce new commodities, fresh stock, latest model, design or pack.

J. Professional Workmanship:

Professional workmanship shall meet or exceed existing industry standards.

K. 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.

L. Anti-Discrimination:

Vendor 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.

M. Delivery Provisions:

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

Upon Vendor's failure to do so within thirty (30) calendar days after the date of notification, the City may return the rejected commodities to the Vendor and/or replace services at the Vendor'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.** Vendor shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposals. If delivery schedules are not provided in the specifications section, deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or holidays, unless otherwise authorized.
5. **Packing Slips or Delivery Tickets.** All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:
 - Name and Address of Ordering Department/Division.
 - Name of the Vendor.
 - 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.

N. Warranty/Guarantee:

The Vendor warrants that all articles, materials and services performed shall be consistent with manufacturer's specifications and will be free from defects. From the post acceptance by the City of Iowa City of the items delivered and installed Vendor shall provide a one (1) year warranty to include all hardware, parts, software, software updates, shipping costs, labor, travel, and service calls. If, within the guarantee period, any defects or signs of deterioration are noted which in the City's opinion are due to faulty design, installation, workmanship, or materials, the Vendor, 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.

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

purpose is not disclaimed.

O. Discrepancies:

In the event that there are any discrepancies or differences between any conditions of the Vendor's quote and the General Terms and Conditions prepared by the City of Iowa City, the City's General Terms and Conditions shall prevail. All costs associated with this project must be included in the Vendor's submitted quote. The total project cost for complete repair must include all costs for required equipment, supplies, shipping, labor, and travel needed for the full functionality and use of the equipment. Any costs not specifically set forth in this Quote will be the responsibility of the Vendor and will be deemed included in the fees and charges bid herein.

P. Choice of Law and Forum:

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this contract, without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this contract shall be brought and maintained solely in Johnson County District Court for the State of Iowa, Iowa City, Iowa, or in the United States District Court for the Southern District of Iowa, Davenport Division, Davenport, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability in State or Federal court, which may be available to the City.

Q. Trade Secrets or Propriety Information:

The City will endeavor to advise the Vendor of any request for material under the Iowa Open Records Act (Iowa Code Chapter 22) that the Vendor has marked "Trade Secret", "Confidential" or "Proprietary" by giving the Vendor 5 calendar days' notice of such request prior to release of the material so marked to enable the Vendor to seek a court order to protect such materials from disclosure. 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, or negligence on the part of the City of Iowa City or its officers, employees, consultants, or subconsultants.

R. City Officers and Employees not to benefit:

Upon signing this agreement, Vendor 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 contract, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5

S. Payment Provisions:

1. **Payment Terms.** Payment may be made only after inspection and acceptance by the using department and, when required, approval by the City Council. No partial payments shall be made unless otherwise authorized by the City, or unless commodities were constructed, erected, installed or tested on site, in which case payment shall be made on the basis of a percentage of the value of all work performed less any previous payments. Payment of balances shall be made only

after approval and final acceptance by the City.

2. **Withholding Payment.** Consideration for withholding payment shall include faulty materials, equipment, or workmanship, back orders, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.
3. **Invoicing.** Following acceptance, payment shall be made within thirty (30) calendar days from receipt of proper invoice. Invoice shall include project number, purchase order number, department name, dollar amount, and any other pertinent information.
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.

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

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

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

Section Four – References and Reference Projects Form

Provide a minimum of three (3) reference projects

Reference Organization's Name: _____

Contact Name: _____

Contact Phone Number: _____

Scope of Services Provided: _____

Name of Project: _____

How long did it take to implement the project? _____

Reference Organization's Name: _____

Contact Name: _____

Contact Phone Number: _____

Scope of Services Provided: _____

Name of Project: _____

How long did it take to implement the project? _____

Reference Organization's Name: _____

Contact Name: _____

Contact Phone Number: _____

Scope of Services Provided: _____

Name of Project: _____

How long did it take to implement the project? _____

Provide a minimum of three (3) references

Reference Organization's Name: _____

Reference Name: _____

Title: _____

Phone Number: _____

E-mail: _____

Reference Organization's Name: _____

Reference Name: _____

Title: _____

Phone Number: _____

E-mail: _____

Reference Organization's Name: _____

Reference Name: _____

Title: _____

Phone Number: _____

E-mail: _____

Reference Organization's Name: _____

Reference Name: _____

Title: _____

Phone Number: _____

E-mail: _____

Section Five - Company Information Form

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).

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.

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 proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to supply and deliver the proposed services as described in the proposal documents at the prices set forth within.

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 Request for Proposal prepared by the City of Iowa City, the City’s Request for Proposal shall prevail.

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

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

Signature _____

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

General Policy Statement

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

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

Provisions:

1. All contractors, vendors, and consultants requesting to do business with the City must submit an Equal Opportunity Policy Statement before the execution of the contract.
2. All City contractors, vendors, and consultants with contracts of \$25,000 or more (or less) if required by another governmental agency) must abide by the requirements of the City’s Contract Compliance Program. Emergency contracts may be exempt from this provision at the discretion of the City. Regardless of the value of the contract, all contractors, vendors, and consultants are subject to the City’s Human Rights Ordinance, which is codified at Article 2 of the City Code.
3. Contracting departments are responsible for assuring that City contractors, vendors, and consultants are made aware of the City’s Contract Compliance Program reporting responsibilities and receive the appropriate reporting forms. A notification of requirements will be included in any request for proposal and notice of bids.
4. Contracting departments are responsible for answering questions about contractor, consultant, and vendor compliance while 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 based on 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 of federal program designed to benefit a specific age classification which serves a bona fide public purpose. (Ord. 94-3647, 11-8-1994)
- The employment based on 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?

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?

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