

**Date:** April 16, 2020

**Request for Proposal: #20-238, Transmission and Engine Repairs and Rebuilding, Refresh or Minor Repairs for the City of Iowa City Transportation Services Department**

**Notice to Proposers:** Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

**Address Proposals to:**

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

Proposals shall be sealed and clearly marked on the outside of your mailing envelope or container **“Transmission and Engine Repairs and Rebuilding, Refresh or Minor Repairs for the City of Iowa City Transportation Services Department Request for Proposal #20-238.”**

**Faxed proposals will not be accepted.**

**Questions:** All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative. In order to receive a response, they must be in written form and be submitted via e-mail no later than **April 28, 2020, noon.**

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

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.

**Proposals are due no later than: 2:30 p.m., May 12, 2020.** Proposers must submit **three (3) printed hard copies** of their proposal **together with one (1) electronic copy on a flash drive** (each copy shall be complete with all supporting documentation) or a complete submission by email.

**If proposal is mailed,** it must be received by the City Clerk's office before 2:30 p.m. (local time) on May 12, 2020. Vendors must submit three (3) paper copies of the proposal together with one (1) electronic copy of the proposal on a flash drive.

**If proposal is emailed,** it must be received by [theresa-vanatter@iowa-city.org](mailto:theresa-vanatter@iowa-city.org) before 2:30 p.m. (local time) on May 12, 2020. Vendors must email one (1) copy of the proposal. No other electronic copy (flash drive) will be required.

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

*All times and dates are Central Standard Time.*



**Bonds and Insurance:**

Insurance is required, as specified in Section Two. No proposal security or performance bond is required.

**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.

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**Section One – Submittal Package Checklist**

Review the following checklist to make sure the contents listed below are included in the proposal submission.

**The required sections and specific content must be organized in the submitted proposal as they are listed below.**

**Item A - Proposal Summary**

A letter, on the proposer’s letterhead stationery, summarizing the submitted proposal. The letter must be signed by an officer of the proposer or a designated agent empowered to bind the firm in the contract offer. Acceptance or exceptions to our terms must be noted in the letter.

**Item B - Company Information**

Background information on your firm, including, but not limited to, the official name of your company, permanent address of your company, the age of the business, the number of employees, and other data that will allow the City of Iowa City to determine the capability of your firm to meet all contractual requirements.

**Item C – References (Section Five)**

Provide a list of at least three (3) references from businesses that have performed services similar in scope to the work required for this contract. Include the name of the business, contact name, title of contact, phone number, type of services performed for the business, and years that your company has been working with the business.

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

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

**Item D – Pricing Sheet and Company Information Form (Section Six)**

Complete and sign the Pricing Sheet and Company Information Form. Responses must include prices for the specified goods and services included in the Request for Proposal, as well as any additional goods and services that are to be provided by the respondent. Costs must include all costs related to providing the goods and services required by the City, as set forth in the Request for Proposal, so that the City can fully evaluate the respondent’s proposal. The City is not responsible for the proposer’s failure to provide information and pricing on required items for any costs associated with transmission or engine removal and replacement services. In this instance the prices submitted will prevail as the proposal price for all required goods and services.

***Complete the form provided in Section Six. If additional space is required for pricing, attach a detailed parts listing of the good and/or services and associated costs specified.***

**Item E – Wage Theft Policy (Section Seven)**

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

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

**A. Scope of Work:**

The City of Iowa City is soliciting proposals from qualified businesses to provide transmission repair or replacement and engine removal and replacement with Cummins ReCon Engines for the City of Iowa City Transportation Services Department Fleet of 40' Low Floor vehicles when required, per the terms, conditions, and specifications of this Request for Proposal document.

The vendor must adhere to the following requirements:

- Vehicles must be picked up from and returned to the City's site upon completion of work.
- Estimates must be provided within 24 hours of the City's request.
- The vendor must begin repairs within 48 hours of receiving all materials and parts.
- Completed vehicles must be returned to the designated location on the same day or next business morning.

The City reserves the right to deliver and pick up vehicles if it is in the best interests of the City.

**B. Background Information:**

The City of Iowa City's Transportation Services Department has been responsible for completing most of the work and repairs for the City's Transportation vehicles. The following provides proposers with the number of and example of the number of engines, year of the engines, Type of engine and serial numbers of the current Fleet. The numbers provided below are for informational purposes only; the City does not guarantee the dollar value of the contract or the number of engine removals and replacements that will be required for the contract.

- One (1) 2000 - ISM ESN 35017790
- Six (6) 2007 - ISM ESN 35196809
- Six (6) 2010 -ISL ESN 73065719
- Two (2) 2012 -ISL ESN 73453154
- Eight (8) 2017 – ISL ESN 74229069
- Three (3) 2018 – ISL ESN 74308485

**C. Contract Term:**

- 1) This contract is estimated to begin in **June of 2020**; the official contract start date will be designated as the date stated on the issued Purchase Order. The initial contract term will be for one year. This contract may be renewed for four (4) additional one (1) year periods upon mutual consent of the both parties.
- 2) Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Agent ninety (90) days prior to the contract start date. The City reserves the right to accept or reject the price increase, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract. Renewal may also be based on satisfactory annual performance evaluations conducted by the City of Iowa City.

Under no circumstances will the increase exceed 5% of the prior period's hourly rates as proposed.

**D. 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 Board of Regents Institutions and any of the State's municipalities and agencies, counties, institutions of higher education, Iowa intergovernmental agencies, 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 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.

**E. Proposal Requirements:**

- 1) The proposer is responsible for all costs related to the preparation of this proposal.
- 2) The format of the vendor's proposal must be consistent with the format of the specifications listed.
- 3) The submission of a proposal by a vendor implies the vendor's acceptance of the terms and conditions herein, unless otherwise stated.
- 4) At the time of the submission, it will be assumed that each proposer has read and is thoroughly familiar with the contract documents and the requirements of the contract. The failure or omission of a vendor to examine any document shall in no way relieve the vendor from any obligation in respect to its proposal.
- 5) All prices/discounts shall be Free On-Board destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
- 6) Any costs associated with transmission or engine removal and replacement services not specifically set forth in this Request for Proposal will be the responsibility of the vendor and will be deemed included in the fees and charges bid herein.
- 7) All proposers must have experience and references in providing the services required for this contract.
- 8) The City reserves the right to tour the proposer's facility before the contract is awarded.
- 9) Each specification herein stands alone and will be evaluated on its own merits in terms of meeting specifications, terms and conditions, pricing, delivery schedule and overall responsiveness to the Request for Proposal.
- 10) Responses may be rejected if the proposer 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 commodities and services described in this Request for Proposal

- c) To respond to a written request for clarification or additional information, and complete all required forms

**F. Contract Negotiations:**

The City of Iowa City reserves the right to negotiate specifications and terms and conditions which may be necessary to accomplish 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. Responses, supplemental information, and other submissions provided during discussions or negotiations will be held as contractually binding on the successful proposer.

**G. Contract Award:**

- 1) The vendor's proposal must be complete to be considered for award. Items listed on the Proposal Requirements Checklist must be completed and submitted with the vendor's proposal in order to be considered for award.
- 2) The City reserves the right to qualify, accept, or reject any or all proposals as deemed to be in the best interest of the City. The 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 reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
- 3) The City of Iowa City reserves the right to negotiate with more than one potential proposer after the submission of all proposals. The City of Iowa City reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.
- 4) It is the City's intent to make an award within one hundred twenty (120) 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 Purchase Order will cover all work performed during the initial contract term. **The awarded vendor must receive written approval from the Transportation Department Director or designee, which in order to proceed with all services. Verbal performance requests shall not be accepted.**
- 7) The City reserves the right to procure transmission or engine replacement services from other vendors should a need arise for supplies or services which are not available; the City reserves the right to secure services from other sources to meet its immediate needs without prejudice to the contract.
- 8) Consideration may be given to, but not limited to, the vendor's facilities and capabilities to perform the required work, adherence to specifications, company history and references, discounts and pricing, past experiences of the City with the vendor.
- 9) The awarded vendor will be given the City's contract compliance document to complete and return before the issuance of a Purchase Order.
- 10) The awarded vendor will be required to submit a current certificate of insurance prior to commencement of work.

The certificate of insurance shall include the following items:

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

**H. Evaluation Process:**

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the Request for Proposal. Failure of the proposer to provide any information requested in the Request for Proposal 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. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's requirements. The following table lists the maximum points associated with each category.

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, installation schedule, and overall responsiveness to the Request for Proposal.

**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>Evaluation Criteria</u>	<u>Assigned Points</u>
Proposer's Facilities and Capabilities to Perform the Required Work	40
Company History/Customer Satisfaction/References	30
Pricing	<u>30</u>
<b>Total</b>	<b>100</b>

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

### **Section Three- Specifications and Requirements**

The awarded vendor will be responsible for furnishing all labor, equipment, and supervision to provide engine removal and replacement services in accordance with the following specifications and requirements.

#### **A. Facilities, Equipment and Subcontractors**

- 1) The vendor must have complete facilities or access to complete facilities for the following services:
  - Engine removal and replacement with a Cummins ReCon engine on 40' Gillig Low Floor Transportation and Resource Management Department Director Coaches.
  - Transmission repairs and rebuilding, refreshing or minor repairs on 40' Gillig Low Floor Transportation and Resource Management Department Director Coaches.
- 2) All equipment required to perform the services must be in first-class condition.
- 3) All City vehicles to be repaired under this contract must be stored off street. The area must be able to hold a minimum of Two (2) 40' Gillig Transit Coaches.
- 4) The awarded vendor is responsible for all work performed by subcontractors.

#### **B. Number of Vehicles**

- 1) It is estimated that the City may send up to two (2) vehicles to a shop at any one time; however, the City reserves the right to send vehicles up to the limit of the vendor's quoted capacity (Section Six. Pricing Sheet and Company Information).

#### **C. Estimates and Pricing**

- 1) The vendor is responsible for the pick-up and return delivery of all vehicles. The City reserves the right to deliver and pick-up vehicles, depending on available personnel. The vendor also accepts full liability and responsibility of all vehicles in their possession.
- 2) A "cost free" written estimate must be prepared and faxed or e-mailed (scanned) to the Transportation and Resource Management Department for all repairs.
- 3) The written estimate must be clear and legible and include the following: City unit number, VIN number, start and completion times, labor hours and price per hour, and an itemized listing of replacement repair part. Estimates must include all fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc.
- 4) All estimates shall be completed and available for review within 24 hours of the City contacting the vendor for an estimate.
- 5) All estimates shall be complete and include all parts and charges with exception of any open sections, that being "hidden" damage which may not be obvious until repairs are initiated.
- 6) Hourly costs for the contract must include all direct labor, indirect labor, materials and supplies allowance for overhead, profit, transportation, and all other costs and expenses except for parts pricing.

- 7) No charges, such as miscellaneous shop charges, environmental charges, fees, etc. will be paid by the City if not listed in the vendor's proposed pricing (Section Six. Pricing Sheet and Company Information). Any additional charges listed in the vendor's proposal will be taken into consideration as part of the award evaluation.
- 8) The City will provide towing services if required in accordance with the City's towing contract.
- 9) Written approval must be received from the Transportation and Resource Management Department before proceeding with any engine replacement work.
- 10) The invoice/work order for any engine replacement shall only be signed by the Transportation Department Supervisor, after comparison of the original estimate.

**D. Variances of Estimates**

- 1) The vendor shall be responsible for obtaining written approval from the City's Transportation Department Director prior to undertaking any work not included in the original estimate. 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 Proposer. The City reserves the right to verify if the repairs are required. Proposer 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.
- 2) If the vendor is able to fix a part and use it instead of using a new part which was included in the estimate, the awarded vendor shall notify the Transportation Department Director's, and amend the estimate to reflect a reduction in price.

**E. Completion of work**

- 1) Upon **written approval from the** Transportation Director the awarded vendor must proceed with due diligence to complete work within the time period specified in the written estimate. Unforeseen delays must immediately be reported to the City's Transportation Department. Failure to meet specified completion periods may be cause for withholding of additional work or cancellation of the contract by the Purchasing Agent at his/her sole discretion. A completed vehicle shall be returned to the designated location either the same day of or the next business day following the completion of work. The City reserves the right to deliver and pick up the vehicles if it is deemed to be in the best interests of the City.

**F. Inspection of Work**

- 1) All completed work shall be inspected by a representative from the City's Transportation Department prior to approval of payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the City and must be assumed by the awarded vendor.

**G. Parts and Warranty of Work Performed**

- 1) All replacement Engines used shall be Cummins Recon remanufactured. If Cummins ReCon replacement Engines are no longer available or a suitable replacement is available at no extra cost, the vendor must contact the Transportation and Resource Management Department Director for approval of substitute replacement repair engines.
- 2) The City shall supply at its option, any accessory parts required for repair on a vehicle.
- 3) All work performed shall be subject to a repair warranty of no less than one (1) year against defects in material and workmanship. All repair parts shall have the standard manufacturer's warranty for the part enforced. During the warranty period, there shall be no additional charges to the City for labor or parts on the specified equipment repaired. Defective or failed parts shall be replaced at no cost to the City during this period.

**H. Invoices and Payment Provisions**

- 1) The awarded vendor will invoice the Transportation and Resource Management Department within seven (7) days of the vehicle being returned to the City after completion of work.
- 2) The City will pay the awarded vendor directly for all services that have been subcontracted; it's the awarded vendor's responsibility to make payment to the subcontractor.
- 3) Payment shall be made within thirty (30) calendar days from receipt of itemized invoice and full acceptance by the City. Before the City will pay any invoice, **the invoice must include the purchase order number, the City's unit number, the VIN number of the vehicle, a detailed description of the services performed, the number of labor hours, unit price for labor, total price for parts and labor, and any other pertinent information.** Submit invoice to:

Transportation Department  
City of Iowa City  
410 East Washington St.  
Iowa City, Iowa 52240

- 4) 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.
- 5) Periodically during the contract period, replacement repair parts invoiced shall be verified for compliance with the terms, conditions, and specifications of this Request for Proposal document.
- 6) 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.
- 7) The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

#### **Section 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 fax number 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.** Unless otherwise specified, faxed or e-mailed 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

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

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

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

8. Multiple Proposals. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. Competency of Proposer. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. Collusive Proposing. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. Officers not to Benefit. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. Equal Employment Opportunity. All Proposers are subject to and must comply with the provisions of the City's Equal Employment Opportunity policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors, vendors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.
13. Wage Theft. All City contractors with contracts of \$25,000 or more must abide by the requirements of the City's Wage Theft Policy. Pursuant to the Wage Theft Policy, the City will not 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**

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.

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). 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>

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 web-site to ensure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

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

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

1. Rejection of Proposals. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. Selection. The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
  - The quality, availability, adaptability and life cycle costing of the commodities and/or service.
  - Guarantees and warranties.
  - Ability, capacity and skill to provide the commodities and/or service required within the specified time.
  - Ability to provide future maintenance and service.

- Character, integrity, reputation, experience and efficiency.
- Quality of performance of previous and/or existing contracts.
- Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
- Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
- If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
- Such other relevant information as may be secured by the City.
- Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

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

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

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

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

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

1. Contract Award. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.
2. Insurance. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. Availability of Funds. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.

4. Change in Laws: In the event of a change in law that frustrates the goals of the City relative to this contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.
  
5. Contract Alterations. The City reserves the right to make changes to the good and/or services to be provided which are within the Scope of this Contract. No assignment, alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and agreed to by both the City and the Vendor. The Vendor shall not commence any additional work or change the scope of the goods and/or services provided until authorized in writing by the City. The Vendor shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Contract executed by both the Vendor and the City. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement by the Purchasing Division.
  
6. Subletting of Contract. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case, shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
  
7. Contract Period. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
  - a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
  - b. Terminated due to default, as described below.
  
8. Default. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

If the Contract is terminated, an award may then be made to the next qualified Proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.
  
9. Delivery Failures. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs, the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such

purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.

10. Force Majeure. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
11. Indemnity. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

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

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

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any 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.

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 the purchase order number, the City's unit number, the VIN number of the vehicle, a detailed description of the services performed, the number of labor hours, unit price for labor, total price for parts and labor, and any other pertinent information.** Submit invoice to:

Transportation Department  
City of Iowa City  
410 East Washington St.  
Iowa City, Iowa 52240

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

**Section Five - References**

Provide a list of at least three (3) references from businesses that have performed services similar in scope to the work required for this contract by your company. Include the name of the business, contact name, title of contact, phone number, email address, type of services performed for the business, and years that your company has been working with the business. **The City of Iowa City will not be accepted as a reference.**

*This form must be included with the vendor's proposal.*

1.) Company Name: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Years working with company: \_\_\_\_\_

2.) Company Name: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Years working with company: \_\_\_\_\_

- 3.) Company Name: \_\_\_\_\_
- Company Contact: \_\_\_\_\_
- Title of Contact: \_\_\_\_\_
- Phone Number: \_\_\_\_\_
- Email Address: \_\_\_\_\_
- Type of Work: \_\_\_\_\_
- Years working with company: \_\_\_\_\_

**Section Six – Pricing and Company Information**

*This form must be included with the vendor’s proposal.*

Any costs associated with transmission or engine removal and replacement services not specifically set forth in this Request for Proposal must be included in the fees and charges proposed by the vendor. Any pricing exclusions will be the responsibility of the vendor.

**A. Contract Pricing**

- 1) Hourly labor rate for work \$ \_\_\_\_\_/hour
- 2) Hourly labor rate for repair work \$ \_\_\_\_\_/hour
- 3) Towing - flat fee per vehicle round trip \$ \_\_\_\_\_

**B. Capacity**

State the capacity, in number of vehicles, that your business can accept for repair at any one time. The number specified must be at least two (2).

\_\_\_\_\_ Vehicles

**Exceptions, Deviations or other Agreements**

**Exceptions/Deviations** to this Request for Proposal shall be taken below. Exceptions may not be added to any submittals after the due date. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write “No Exceptions” in the space provided. If you state no exceptions, you may not add your company’s terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date.

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**Prohibited Interest**

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

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

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**Liens, Unsatisfied Judgments, Disciplinary Actions**

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

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**Voluntary Demographic Information**

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

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

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

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

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

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to supply and deliver the proposed commodities and 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.

**Authorized Signature:**

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

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

\_\_\_\_\_

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

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

Name of Representative: \_\_\_\_\_

Title of Representative: \_\_\_\_\_

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

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

**Addenda Form**

The signing representative hereby acknowledges receipt of the following applicable addenda:

Addenda Number

Date of Addenda

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 Program**  
*(To be completed by awarded vendor only)*

**General Policy Statement**

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

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

**Provisions:**

1. All contractors, vendors, and consultants requesting to do business with the City must submit an Equal Opportunity Policy Statement before the execution of the contract.
2. All City contractors, vendors, and consultants with contracts of \$25,000 or more (or less) if required by another governmental agency) must abide by the requirements of the City's Contract Compliance Program. Emergency contracts may be exempt from this provision at the discretion of the City. Regardless of the value of the contract, all contractors, vendors, and consultants are subject to the City's Human Rights Ordinance, which is codified at Article 2 of the City Code.
3. Contracting departments are responsible for assuring that City contractors, vendors, and consultants are made aware of the City's Contract Compliance Program reporting responsibilities and receive the appropriate reporting forms. A notification of requirements will be included in any request for proposal and notice of bids.
4. Contracting departments are responsible for answering questions about contractor, consultant, and vendor compliance during the course of the contract with the City.
5. All contractors, consultants and vendors must refrain from the use of any signs or designations which are sexist in nature, such as those which state "Men Working" or "Flagman Ahead", and instead use gender neutral signs.
6. All contractors, consultants, and vendors must assure that their subcontractors abide by the City's Human Rights Ordinance. The City's protected classes are listed at Iowa City City Code section 2-3-1.

**Suggested steps to assure Equal Employment Opportunities**

1. **Company Policy**  
Determine your company's policy regarding equal employment opportunities. Document the policy and post it in a conspicuous place so that it is known to all your employees. Furthermore, disseminate the policy to all potential sources of employees and to their subcontractors asking their cooperation. The policy statement should recognize and accept their responsibility to provide equal employment opportunity in all your employment practices. In regard to dissemination of this policy, this can be done, for example, through the use of letters to all recruitment sources and subcontractors, personal contacts, employee meetings, web page postings, employee handbooks, and advertising.

2. Equal Employment Opportunity Officer

Designate an equal employment opportunity officer or, at a minimum, assign someone the responsibility of administering and promoting your company's Equal Employment Opportunity program. This person should have a position in your organization which emphasizes the importance of the program.

3. Instruct Staff

Your staff should be aware of and be required to abide by your Equal Employment Opportunity program. All employees authorized to hire, supervise, promote, or discharge employees or are involved in such actions should be trained and required to comply with your policy and the current equal employment opportunity laws.

4. Recruitment

- (a) Let potential employees know you are an equal opportunity employer. This can be done by identifying yourself on all recruitment advertising as "as equal opportunity employer".
- (b) Use recruitment sources that are likely to yield diverse applicant pools. Word-of-mouth recruitment will only perpetuate the current composition of your workforce. Send recruitment sources a letter annually which affirms your commitment to equal employment opportunity and requests their assistance in helping you reach diverse applicant pools.
- (c) Analyze and review your company's recruitment procedures to identify and eliminate discriminatory barriers.
- (d) Select and train persons involved in the employment process to use objective standards and to support equal employment opportunity goals.
- (e) Review periodically job descriptions to make sure they accurately reflect major job functions. Review education and experience requirements to make sure they accurately reflect the requirements for successful job performance.
- (f) Review the job application to ensure that only job related questions are asked. Ask yourself "Is this information necessary to judge an applicant's ability to perform the job applied for?" Only use job-related tests which do not adversely affect any particular group of people.
- (g) Monitor interviews carefully. Prepare interview questions in advance to assure they are only job related. Train your interviewers on discrimination laws. Biased and subjective judgments in personal interviews can be a major source of discrimination
- (h) Improve hiring and selection procedures and use non-biased promotion, transfer and training policies to increase and/or improve the diversity of your workforce representation. Companies must make sure procedures for selecting candidates for promotion, transfer and training are based upon a fair assessment of an employee's ability and work record. Furthermore, all companies should post and otherwise publicize all job promotional opportunities and encourage all qualified employees to bid on them.

Below for your information is a copy of Section 2-3-1 of the Iowa City Code of Ordinances which prohibits certain discriminatory practices in employment as well as a sample policy. Please note that the protected characteristics include some not mandated for protection by Federal or State law. As a contractor, consultant or vendor doing business with the City of Iowa City you are required to abide by the provisions of the local ordinance in conjunction with your performance under a contract with the City.

## 2-3-1: Employment; Exceptions:

- A. It shall be unlawful for any employer to refuse to hire, accept, register, classify, promote or refer for employment, or to otherwise discriminate in employment against any other person or to discharge any employee because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 03-4105, 12-16-2003)
- B. It shall be unlawful for any labor organization to refuse to admit to membership, apprenticeship or training an applicant, to expel any member, or to otherwise discriminate against any applicant for membership, apprenticeship or training or any member in the privileges, rights or benefits of such membership, apprenticeship or training because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation of such applicant or member.
- C. It shall be unlawful for any employer, employment agency, labor organization or the employees or members thereof to directly or indirectly advertise or in any other manner indicate or publicize that individuals are unwelcome, objectionable or not solicited for employment or membership because of age, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
- D. Employment policies relating to pregnancy and childbirth shall be governed by the following:
  - A written or unwritten employment policy or practice which excludes from employment applicants or employees because of the employee's pregnancy is a prima facie violation of this title.
  - Disabilities caused or contributed to by the employee's pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment or any written or unwritten employment policies and practices involving terms and conditions of employment as applied to other temporary disabilities.
- E. It shall be unlawful for any person to solicit or require as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus. An agreement between employer, employment agency, labor organization or their employees, agents or members and an employee or prospective employee concerning employment, pay or benefits to an employee or prospective employee in return for taking a test for the presence of the antibody to the human immunodeficiency virus is prohibited. The prohibitions of this subsection do not apply if the state epidemiologist determines and the director of public health declares through the utilization of guidelines established by the center for disease control of the United States department of health and human services, that a person with a condition related to acquired immune deficiency syndrome poses a significant risk of transmission of the human immunodeficiency virus to other person in a specific occupation.
- F. The following are exempted from the provision of this section:
  - Any bona fide religious institution or its educational facility, association, corporation or society with respect to any qualifications for employment based on religion when such qualifications are related to a bona fide religious purpose. A religious qualification for instructional personnel or an administrative officer, serving in a supervisory capacity of a

- bona fide religious educational facility or religious institution shall be presumed to be a bona fide occupational qualification. (Ord. 94-3647, 11-8-1994)
- An employer or employment agency which chooses to offer employment or advertise for employment to only the disabled or elderly. Any such employment or offer of employment shall not discriminate among the disabled or elderly on the basis of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
  - The employment of individuals for work within the home of the employer if the employer or members of the family reside therein during such employment.
  - The employment of individuals to render personal service to the person of the employer or members of the employer's family. (Ord. 94-3647, 11-8-1994)
  - The employment on the basis of sex in those certain instances where sex is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
  - A state or federal program designed to benefit a specific age classification which serves a bona fide public purpose. (Ord. 94-3647, 11-8-1994)
  - The employment on the basis of disability in those certain instances where presence of disability is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
  - Any employer who regularly employs less than four (4) individuals. For purposes of this section, individuals who are members of the employer's family shall not be counted as employees. (Ord. 08-4312, 8-11-2008)

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

**Assurance of Compliance**

*(To be completed by awarded vendor only. Do not submit with proposal.)*

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 provide assistance in obtaining the necessary posters.
6. How does your business currently inform applicants, employees, and recruitment sources (including unions) that you are an Equal Employment Opportunity employer?

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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