



CITY OF IOWA CITY

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

**Date:** January 13, 2020

**Request for Proposal:** #20-45, Consulting Services for the Electric Vehicle Readiness Plan of Eastern Iowa

**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:**

City of Iowa City  
Attention: City Clerk's Office  
410 East 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 **“Request for Proposal for Consulting Services for the Electric Vehicle Readiness Plan of Eastern Iowa, Request for Proposal #20-45.”**

**Faxed and e-mailed 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 **January 21, 2020, noon.**

Purchasing  
Sarah Betlach  
Purchasing Agent  
[sarah-betlach@iowa-city.org](mailto:sarah-betlach@iowa-city.org)  
(319) 356-5078

**Proposals are due no later than: 2:30 p.m., February 3, 2020 in the City Clerk's Office.** Proposers must submit six (6) printed hard copies together with one (1) electronic copy on a flash drive of their proposal.

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.*

**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 – Proposal Submittal Checklist**

***The following items must be included in all six (6) hard copies and one (1) electronic copy of the vendor's submitted proposal and must be organized in the following sequence.***

***NOTE: The City reserves the right to reject proposals that are considered incomplete and do not contain the requested items listed above.***

### **Item A – Executive Summary**

Letter of submission: Letter shall include the name, address, phone number and email address of the person(s) who will: a) serve as the Project Manager for the project; b) serve as the Principal Contact with the City; and c) make presentations on behalf of the firm. The same information will be required for any sub-facilitators working with the primary facilitator. The letter must be signed by an officer of the Proposer or a designated agent empowered to bind the firm in the contract offer.

### **Item B – Experience with Similar Projects**

Experience: Clearly indicate the specific experience of the individual/firm relative to projects of similar scale and type as this project. Include descriptions of projects with respect to client, location, common issues and services provided.

### **Item C – Respondent's Expertise and Subcontractor's Expertise**

Key Personnel: Provide a complete list of key personnel who will work on the project, and all sub-facilitators working on the project, along with their professional experience and their role/responsibility.

### **Item D – Proposed Project Work Plan**

Project Work Plan: This should include a project plan and time schedule describing the general work tasks and personnel assigned to the project. It shall include estimated task/phrase completion dates and key meeting/presentation dates.

### **Item E – 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. In addition, explain your process for ensuring the public involvement goal is met (i.e. types of meetings, number of meetings, etc.). Optional services and corresponding costs are requested in Item J, do not include in this response section.

### **Item F – References**

The completed company reference form included in Section Six. The vendor must have a proven history of successfully providing the specified services. Complete and submit form that has been provided in Section Six; substitute forms will not be accepted.

### **Item G – Wage Theft Policy**

After review of Section Four - Wage Theft Policy, the Wage Theft Affidavit must be completed, notarized, and included in the submitted proposal. ***The form provided in Section Four must be used; substitute forms will not be accepted.***

### **Item H – Project Costs**

A comprehensive and detailed listing **all costs, fees, and reimbursable fees** to be incurred as a part of your company's work. All costs for this project must be included in the submitted proposal. Exclusion of any costs for this project will be the responsibility of your company. Optional services and corresponding costs are requested in Item J, do not include in this response section.

**Item I – Optional Services and Costs**

A comprehensive and detailed listing of any and all optional services and corresponding costs should be outlined and provided and outlined as Item J, Optional Services and Costs.

**Item J – Company Information Form**

Complete, sign, and submit the form provided in Section Eight of this Request for Proposal.

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

### **A. Project Description**

The purpose of this Request for Proposal (RFP) is to solicit proposals from a qualified consultant firm (Consultant) to collaborate with Iowa City (the City) and four additional communities in Eastern Iowa to develop an Electric Vehicle (EV) strategic plan to increase electric vehicle use in the region.

### **B. Project Purpose**

The City of Iowa City is seeking a consultant firm to work with an Eastern Iowa stakeholder committee from participating communities and Metropolitan Planning Organizations to develop a comprehensive and robust Eastern Iowa Electric Vehicle Readiness Plan that will:

- Gather data from each of the participating communities to determine the baseline conditions of the region's challenges and opportunities in preparing for wide-scale electric vehicle adoption
- Serve as a mechanism to tie together the region's existing and developing electric vehicle initiatives, strategies and plans with the goals of the region
- Establish a set of strategies, implementation plans and metrics for measuring progress, lowering community-wide greenhouse emissions and activating and engaging residents, businesses and institutions with tangible benefits
- Use input from the Eastern Iowa Stakeholder Committee to help balance priorities and resources and provide guidance to ensure that the Plan supports current and future EV efforts of each participating community
- Integrate equity by analyzing implementation strategies in order to ensure benefits for all members of the community
- Provide alignment with current state-wide infrastructure planning
- Incorporate information about local rate structures to shift peak load and to incentivize EV usage
- Include innovative best practices for education, outreach & incentives at the community and regional levels to increase public and private use of electric vehicles
- Recommend policies, building codes, permitting and enforcement actions
- Recommend opportunities and associated costs for municipal fleet and transit operations

### **C. Scope of Work**

The communities in Eastern Iowa seek to develop an Eastern Iowa Electric Vehicle Readiness Plan with a vision that is transformative and engaging, and capable of achieving deep carbon emissions reductions. The Plan will review baseline conditions in the region and present a Plan to recommend steps that communities can undertake to meet their goals to prepare for increased use of electric vehicles in the area. The anticipated adoption of electric vehicles will provide a variety of benefits to communities including reduced emissions, improved air quality and increased economic development opportunities.

Iowa is nationally one of the leading states in the percentage of electricity generation from renewable resources, making the move to electric vehicles an effective way to achieve greenhouse gas emissions reduction goals. This vision and Plan must also integrate measures that improve quality of life, build

prosperity and enhance community resilience. The Plan will be presented in a format that is visually appealing, easy to understand, and can easily be translated to a variety of media for different audiences. Most importantly, the creation of the Plan is intended to mobilize the region towards change and create strategies and metrics to measure its success.

The Consultant must have strong facilitation and communication skills and working knowledge or subject matter expertise in relevant topic areas. Previous experience in facilitating community groups, knowledge of electric vehicles and creating community wide or regional EV readiness or strategic plans is preferred.

#### **D. Resources to be Provided to the Consultant**

The City will provide the following items to the consultant to facilitate the Project Plan:

- A project manager and lead contact– Iowa City’s Sustainability Coordinator
- An Eastern Iowa Stakeholder Committee – Consisting of representatives of Metropolitan Planning organizations and staff of the collaborating communities of Cedar Rapids, Dubuque, Cedar Falls/Waterloo, and the Quad Cities area
- Access to City records regarding existing policies, charging locations and other applicable information
- Assistance with coordination with key stakeholders such as MidAmerican Energy, Alliant Energy, and the Iowa Energy Office (housed within the Iowa Economic Development Authority)

#### **E. Desired Planning Process Components**

The selected consultant will be responsible for committee coordination, project planning and compilation of the final report to be provided to the Eastern Iowa Stakeholder Committee. The planning process should not exceed a 9-month period. The process will include: committee and subcommittee organization, committee deliberation, stakeholder engagement, staff outreach, plan draft development, and presentation to the stakeholder committee of the final draft. Consultant will coordinate with the following stakeholders:

##### *Eastern Iowa Stakeholder Committee*

- Assist in leading a community committee of Metropolitan Planning Organizations and City staff from the five communities that will be charged with overseeing the development of the desired Plan.

##### *Other Stakeholders and Advisors*

- Assist committee in connecting with local stakeholders and advisors that have subject area expertise in each of the sectors such as other city staff, local car dealerships, local utilities and the Iowa Energy Office.

#### **F. Deliverables:**

##### *Plan Components:*

- Review of current conditions by reviewing previous emissions inventories as well as current policies and codes of participating communities

- Incorporation of the existing conditions report including barriers, opportunities and special data
- A toolbox of Policies, Codes, Regulations and Processes for the region to address EV readiness effectively and can be applied under the State of Iowa code
- Short, medium, and long-term recommendations and clarification of low and high priority recommendations
- An education and outreach toolbox for the region to utilize as it moves forward with implementing the recommendations
- Clearly defined roles and responsibilities of City Departments, MPOs and other stakeholders with respect to the proposed recommendations and action steps in the Plan
- Quantify each proposed measure's cost and benefit
- Identify who will be responsible for each measure. Identify associated co-benefits of each measure
- Ensure the collective actions positively impact all populations and move the region toward greater social equity

#### *Monitoring, Mapping, Evaluation and Reporting*

- Develop mapping to identify existing, planned, and recommended EV charging station locations at both the statewide and community level
- Develop metrics for annual reporting that can easily be communicated through a variety of media.
- Develop a system for monitoring and evaluating progress of EV adoption

#### *Additional Consultant Team Tasks*

- Monthly check in calls with the lead contact for the project
- Hold a minimum of four online meetings or phone calls with the project steering committee which will include but not limited to the following:
  - Convene the Stakeholder Committee, project kickoff, expectations, goal setting
  - Baseline condition setting
  - Projections, demand mapping, state goals
  - Review draft, final input
- Hold one in person meeting with the project steering committee
- Provide slide deck for final presentation that each community can present to commissions, boards and Council, etc.
- Be responsible for organizing and facilitating all steering committee and stakeholder meetings.

### **G. Proposal Requirements**

1. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a company concludes the company's acceptance of the terms and conditions herein, unless otherwise stated.
3. The format of the company's proposal must be consistent with the specifications listed on the ***Proposal Submittal Checklist – Section One***. Each copy must be organized as stated on the checklist and contain all of the required information in order for the City to fully evaluate the submitted proposal.

4. The proposer is responsible for all costs related to the preparation of the submitted proposal, any costs associated with the preparation of additional material, and any required visits to the City during the pre-award process.
5. Any costs associated with this project not specifically set forth in the company's submitted proposal will be the sole responsibility of the proposer. Price/Cost adjustments presented after the contract has been awarded will not be accepted by the City.
6. All submitted 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. 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 services described in this Request for Proposal
  - c. To submit a response on or before the deadline and complete all required forms
  - d. To fulfill a request for an oral presentation or interview
  - e. To respond to a written request for clarification or additional information
8. Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

#### **H. Reference Checks and Proposal Clarification**

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.

#### **I. Contract Negotiations**

The City of Iowa City reserves the right to negotiate specifications and terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Request for Proposal. The City of Iowa City may require the Request for Proposal and the proposer's submitted 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.

The negotiated contract will provide that any material designed specifically to meet the City's Public project and needs, or any modifications to existing materials for the project will become the property of the City of Iowa City over which it shall have exclusive property rights.

#### **J. 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.

#### **K. Evaluation Process**

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements, terms and conditions, and overall responsiveness to the Request for Proposal. The evaluation committee may conduct discussions with any proposer that submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of the discussions, the evaluation committee shall not disclose any information derived from one proposal to any other proposer. The evaluation committee reserves the right to request the proposer 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 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. Phase One of the evaluation process shall be based on a 100-point scale. It is required that a proposal receive a minimum of 80 points in order to move on to Phase Two and be considered for award.

The proposal that accrues the highest points shall be recommended for award subject to the best interests of 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.

**“The Vendor’s 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>Phase One – Point Category</u>  | <u>Assigned Points</u> |
|--|------------------------|
| Experience   | 35                     |
| <ul style="list-style-type: none"> <li>• Firm’s Resume</li> <li>• Qualifications/Personnel</li> <li>• Success of Similar Projects</li> </ul> |                        |
| Proposed Work Plan   | 25                     |
| Performance of Services (exclusive of optional services)   | 20                     |
| <u>Project Costs (exclusive of optional services)</u>  | <u>20</u>              |
| <b>Total Points Phase One</b>  | <b>100</b>             |
| <br>   |                        |
| <u>Phase Two – Point Category</u>  | <u>Assigned Points</u> |
| Interview/Presentation   | 25                     |
| References   | 20                     |
| <u>Optional Services</u>   | <u>5</u>               |
| <b>Total Points for Phase Two</b>  | <b>50</b>              |
| <br>   |                        |
| <b>Total Points for Phase One and Phase Two</b>  | <b>150</b>             |

#### **L. Interview**

During the initial evaluation process, the City of Iowa City will request an oral interview with those proposers that appear to meet the requirements for this contract. Proposers selected to participate in an interview with the City of Iowa City will have the opportunity to discuss their

qualifications, experience, services that they will provide for this contract, as well as any proposed fee schedule. The request for an interview shall be at no cost to the City of Iowa City.

**M. Contract Award**

1. The submitted proposal must be complete to be considered for award.
2. Award, if made, will be between the City of Iowa City and the proposer. The awarded vendor shall not subcontract any part of this contract without the prior written approval of the City. All subcontractors working on this contract must be employed by and responsible to the awarded vendor; all fees for this project will be paid to the main contractor. Failure to comply with the subcontractor provision will result in termination of the contract.
3. The City reserves the right to qualify, accept, or reject any or all proposers 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 proposer to the terms and conditions of the Request for Proposal.
4. It is the City's intent to make an award based on the schedule provided; the City reserves the right to adjust the schedule when necessary.
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 issued by the City, which will include the terms and conditions of the Request for Proposal, and any additional submittals by the proposer that have been accepted by the City.*
7. Any change to the contract must be approved in writing by the Purchasing Agent and the awarded vendor.
8. Consideration may be given to, but not limited to, demonstrated creative and appropriate proposed services to evaluate and provide recommendations for climate action and adaptation plans, the firm's resume and qualifications, experience with past and present clients, customer satisfaction and references, proven success of other contracts, firm's financial stability, the firm's ability to demonstrate an understanding of the work to be performed, demonstrated capacity to provide timely and quality deliverables, the firm's ability to comply with the requirements of this Request for Proposal, value of service relative to proposed costs.
9. The awarded vendor will be given the City's **Contract Compliance Document** to complete and return before a Contract Purchase Order is issued.
10. By submitting a proposal in response to this Request for Proposal, the proposer acknowledges that the proposal submitted shall become public information after the contract is awarded.
11. Before award of this contract, the selected proposer shall submit a certificate of insurance that shall include professional liability insurance covering the selected proposer's liability for the proposer's negligent acts, errors and omissions to the City in the sum of \$1,000,000.
  - The City of Iowa City will be named as additional insured
  - Project proposal number and project title as the description
  - Insurance carriers will be rated as A or better by A.M. Best

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

### **Section Three - General Conditions and Instruction to Proposers**

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

Request for Proposal (RFP): is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking. This document constitutes a **Request for Proposal** and is thus a solicitation for responses. Conversely, this Request for Proposal is ***not*** a bid and is not governed by state or federal bidding requirements.

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

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

#### **A. Conditions for Proposing**

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

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

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

2. **Completeness/Authorization of Proposal.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and email of primary contact (signer) of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **Addressing of Proposal.** 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.

Additionally Required:

|                    |           |
|--------------------|-----------|
| Errors & Omissions | \$500,000 |
|--------------------|-----------|

**C. Specifications**

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

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

2. Proposed Alternate. When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or

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

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

3. Qualifications, Credentials and References. The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.
4. Addendum to Specifications. Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website: <https://icgov.org/purchasing-bids>. **Proposers are required** to visit the City's website periodically for any and all addendums or other pertinent information regarding this opportunity. **It is the Proposer's sole responsibility to check daily for Addenda to posted documents .**

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

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

**D. Selection of Firm**

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

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

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

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

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

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

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

1. Contract Award. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.



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

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

9. Delivery Failures. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs, the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.
10. Force Majeure. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
11. Indemnity. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage 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.
2. Invoicing. Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice to:

Neighborhood and Development Services  
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 Four - 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

State of \_\_\_\_\_ )

) ss:

\_\_\_\_\_ County )

I, \_\_\_\_\_, upon being duly sworn, state as follows:

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

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

\_\_\_\_\_  
Signature

This instrument was acknowledged before me by

\_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

**Section Five – Consultant Agreement**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Iowa City, a municipal corporation, hereinafter referred to as the City and \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the Consultant.

Whereas, the City seeks a consultant to assist the communities in Eastern Iowa in the development of an Electric Vehicle Readiness Plan (hereinafter the Plan) which includes Iowa City, Cedar Rapids, Dubuque, Waterloo/Cedar Falls and the Quad Cities area and proposes data-driven actions and strategies to achieve; and

Whereas, in accordance with the City’s Request for Proposal 20-45, Consulting Services for an Electric Vehicle Readiness Plan for Eastern Iowa, the Consultant proposes to present a comprehensive, robust, and innovative Plan that will define the region’s challenges around electric vehicle adoption, and the challenges and opportunities it faces in meeting ambitious climate and GHG reduction goals, and will serve as a mechanism to tie together the City’s existing and developing sustainability initiatives, strategies and plans for the community goals and establish a set of climate action strategies.

Now Therefore, it is agreed by and between the parties hereto that the City does now contract with the Consultant to provide services as set forth herein.

**I. Contract Requirements**

Consultant agrees to perform the following services for the City, and to do so in a timely and satisfactory manner.

**A. Scope of Work**

The Scope of Work shall include development by the Consultant of an Electric Vehicle Readiness Plan for Eastern Iowa as described in City Request for Proposal #20-45, Consulting Services for Electric Vehicle Readiness Plan, and the associated tasks, planning process components, and deliverables as set forth in City Request for Proposal #20-45.

**B. Time of Completion**

The Consultant shall complete the following phases of the Project in accordance with the agreed upon schedule.

- Task One      Project Startup | Review and Analyze the five communities for existing conditions regarding electric vehicle readiness
  
- Task Two      Review of City Policies and Ordinances of five collaborating communities
  
- Task Three    Information Gathering with Technical Advisors and Community Outreach and Engagement.
  
- Task Four     Prioritization of Implementation Strategies and cost effectiveness
  
- Task Five     Draft Plan Issued to Five Eastern Iowa Communities  
Final Products Issued to Five Eastern Iowa Communities

## II. General Terms

- A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.
  - 1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
  - 2. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
- B. Should the City terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. However, such sums shall not be greater than the "lump sum" amount of XXXXX. The City may terminate this Agreement upon seven (7) calendar days' written notice to the Consultant.
- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be made without the written consent of all Parties to said Agreement.
- D. It is understood and agreed that the retention of the Consultant by the City for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.
- E. It is agreed by the City that all records and files pertaining to information needed by the Consultant for the project shall be available by said City upon reasonable request to the Consultant. The City agrees to furnish all reasonable assistance in the use of these records and files.
- F. It is further agreed that no Party to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Iowa City, Iowa.
- G. At the request of the City, the Consultant shall attend meetings of the City Council relative to the work set forth in this Agreement. Any requests made by the City shall be given with reasonable notice to the Consultant to assure attendance.
- H. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the City, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultant shall not be liable for the City's use of such documents on other projects.
- I. The City agrees to tender the Consultant all fees in a timely manner, excepting, however, that failure of the Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for the City to withhold payment of the amount sufficient to properly complete the Project in accordance with this Agreement.



- J. Should any section of this Agreement be found invalid, it is agreed that the remaining portion shall be deemed severable from the invalid portion and continue in full force and effect.
- K. Upon signing this agreement, Consultant acknowledged 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.
- L. The Consultant agrees at all times material to this Agreement to have and maintain professional liability insurance covering the Consultant's liability for the Consultant's negligent acts, errors and omissions to the City in the sum of \$1,000,000.
- M. No Modifications to the Scope of Services or other contract terms can be made without the written consent of both parties. For purposes of this clause, e-mail is to be considered a writing. Authority to approve changes from the City side is vested solely with the City Manager, unless the City Manager delegates that authority to another named City employee in writing.

**III. Miscellaneous**

- A. It is further agreed that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, that it is the entire Agreement, and that no other monies or considerations have been solicited.
- B. Documents produced and provided for or by the City will be retained as property of the City. Items will be produced and provided electronically, or a copy thereof will be made available in an electronic format.
- C. The following documents are hereby incorporated into this Agreement by this reference, in order of precedence: Request for Proposal #20-45 for Consulting Services for an Electric Vehicle Readiness Plan for Eastern Iowa, the Consultant's Proposal, and any subsequent written language agreed upon by the parties.

For the City

For the Consultant

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Attest: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

**Section Six – References**

Provide a minimum of three (3) references from agencies that contracted with your company for similar services. **The City of Iowa City will not be accepted as a reference.** The City reserves the right to contact references to assist in awarding the contract. *Note: This form (Section Six) must be included in the vendor’s submitted proposal. All information listed below is required and must be completed.*

1. Agency Name: \_\_\_\_\_  
Agency Contact & Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

2. Agency Name: \_\_\_\_\_  
Agency Contact & Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

3. Agency Name: \_\_\_\_\_  
Agency Contact & Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

**Section Seven - Contract Compliance Document**

(To be completed by awarded vendor only)

**General Policy Statement**

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

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

**Provisions:**

1. All contractors, vendors, and consultants requesting to do business with the City must submit an Equal Opportunity Policy Statement before the execution of the contract.
2. All City contractors, vendors, and consultants with contracts of \$25,000 or more (or less) if required by another governmental agency) must abide by the requirements of the City's Contract Compliance Program. Emergency contracts may be exempt from this provision at the discretion of the City. Regardless of the value of the contract, all contractors, vendors, and consultants are subject to the City's Human Rights Ordinance, which is codified at Article 2 of the City Code.
3. Contracting departments are responsible for assuring that City contractors, vendors, and consultants are made aware of the City's Contract Compliance Program reporting responsibilities and receive the appropriate reporting forms. A notification of requirements will be included in any request for proposal and notice of bids.
4. Contracting departments are responsible for answering questions about contractor, consultant, and vendor compliance during the 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 insure 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)*

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

---

Print Name

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Date

**Section Eight – Company Information**

*Note: This form must be completed by an authorized representative of the vendor and must be included with the vendor’s submitted proposal. Any omission of fees required to complete each of the locations listed below will be the responsibility of the vendor.*

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

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. In the event that 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:** \_\_\_\_\_

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

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

**Title of Authorized Representative:** \_\_\_\_\_

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

**City/State/Zip:** \_\_\_\_\_

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

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

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

**Addenda Form**

The undersigned hereby acknowledges receipt of the following applicable addenda:

| Addenda Number | Date  |
|----------------|-------|
| _____          | _____ |
| _____          | _____ |