



**Date:** December 20, 2019

**Request for Proposal:** #20-90, Legal Services for the City of Iowa City

**Notice to Proposers:**

Sealed proposals will be received at the Office of the City Clerk, 410 E. Washington Street, Room 140, Iowa City, Iowa 52240, until the time and date specified below.

**Address Proposals To:**

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

Proposals shall be sealed and clearly marked on the outside of your **sealed envelope or container** "**Request for Proposal #20-90 for Legal Services for the City of Iowa City, due at 2:30 p.m., Friday, January 10, 2020.**"

**Faxed and emailed proposals will not be accepted.**

**Questions:**

All questions and clarifications regarding this Request for Proposal can be answered by **emailing** the following representative. All questions must be in writing in order to receive a response and will be answered on an individual basis. Questions must be submitted via email no later than **Tuesday, December 31, noon, local time.**

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

No other City Representative should be contacted regarding this Request for Proposal. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

**Proposals Are Due No Later Than:**

**2:30 p.m. (local time), Friday, January 10, 2020.** Proposers must submit **four (4) hard copies** of the proposals together with **one (1) electronic copy on a flash drive** of the proposal (each copy shall be complete with all supporting documentation).

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 proposer. Similarly, the City is not responsible for, and will not open, any proposal responses which are received later than the date and time stated above.

*All times and dates are Central Standard Time.*

**Bonds and Insurance:**

Insurance is required, as specified in Section Two, K-9, 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 - Proposal Requirements Checklist**

*The following items must be included on one (1) flash drive and all four (4) copies 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**

A summarized letter of the vendor's proposal(s) on the vendor's letterhead stationery. The letter must be signed by an officer of the vendor or a designated agent empowered to bind the firm in the contract offer.

\_\_\_\_\_ **Item B: Company Information**

The company information section must address, in order, the following areas:

**Experience.** This section shall include a description of contracts or experiences that are similar to the scope of work described in this Request for Proposal. Include the name(s) and telephone number(s) of a client(s) contact person for our follow-up purposes. This section shall include a description of the consultant's effectiveness in specific assignments.

**Qualifications and Availability.** This section shall provide information concerning the qualifications and availability of all persons who will be involved in the responsibilities and specific assignments related to Iowa Workers' Compensation claims and petitions. Include the names and experience of all persons, including members/partners/shareholders/principals, associates, paralegals or legal assistants and outside counsel. Proposals shall also include the role and the percent of time that each person will be assigned to this contract.

**Affiliations.** If the project is to be accomplished through an affiliation or joint venture of several individuals or firms, the name(s), address(es), and the information requested above shall be furnished for each. Information in this section should also identify any clients held, and/or services performed, that may pose a conflict with the City of Iowa City and the services requested herein.

**Management and References.** This section will describe the consultant's proposed approach for serving as the City of Iowa City's defense counsel for workers' compensation claims and resolving workers' compensation claims and petitions. Also include references from at least three (3) other clients for whom the firm has conducted services similar in nature to the ones described herein. **References from other City of Iowa City employees will not be accepted (Complete form provided in Section Six).**

\_\_\_\_\_ **Item C: City of Iowa City Wage Theft Policy**

After review of **Section Four – City of Iowa City Wage Theft Policy**, the **Wage Theft Affidavit** must be completed, notarized, and included in the submitted proposal.

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**Item D: 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 billable costs for these services must be included in the submitted proposal. Exclusion of any costs for these services will be the responsibility of your company.

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**Item E: Pricing and Company Information Form**

A completed and signed, Pricing and Company Information Form (**Section Seven**). The City is not responsible for the contractor's failure to provide information and pricing on required items. In this instance the prices submitted will prevail as the proposal price for all required equipment, materials, labor, training and travel.

The form provided in Section Seven must be used and not a form provided by the vendor.

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

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

**A. Project Description:**

The City of Iowa City, Iowa is requesting proposals from qualified candidates/firms to provide legal services in the area of Iowa Workers' Compensation Law, including serving as the City of Iowa City's defense counsel for workers' compensation claims and litigation.

The City of Iowa City maintains a full time legal department comprised of five attorneys and support staff. It is seeking one firm with expertise in the area of Iowa Workers' Compensation law, to provide supplemental legal services in the areas listed in the Request for Proposal.

Timeliness of response and accessibility to assigned counsel is an important aspect of this service. Accessibility includes the ability to be reached promptly by telephone, cell phone or email and to be available to attend meetings in person on short notice. The firm must be able to work cooperatively with the City of Iowa City legal and risk management departments and the City's workers' compensation third- party administrator, as needed, to assure proper management of legal issues and proper transmission of information among parties.

The City will not be precluded from using other attorneys or law firms, as determined by the City. Any contract resulting from this solicitation will be awarded with the understanding that it is for the sole convenience of the City. The City reserves the right to obtain like services from another source when it deems necessary. The City will not be obligated to assign any work or cases pursuant to a contract entered into as a result of this RFP and makes no promise that an award will result in any matter being assigned. Instead, the City will make assignments of work and cases on an as-needed basis and as determined within the sole discretion of the City. The City reserves the right to award one (1) or more agreements on the basis of proposals submitted and to negotiate additional terms and conditions, including hourly rates, with the Proposer(s) found to offer the best proposal(s), in the City's sole discretion. The City reserves the right to waive any irregularity in a proposal, to request clarifying information from Proposer firms, and to reject any or all proposals if it determines that is in the City's best interests. The City reserves the right to negotiate terms as needed for particular matters to best satisfy the needs of the City.

It is expected that any individuals/firms submitting proposals will subscribe to the highest ethical standards, be properly registered and licensed, and comply with all laws, rules, and regulations applicable to their activities.

**B. Contract Term:**

The approximate start date for this contract will be January 2020; the official contract start date will be designated as the date stated on the issued Purchase Order. The initial contract term will be approximately January 2020 through December 2025.

No price escalation will be allowed during the original term of the contract.

The parties will have the option to renew the contract each year upon mutual consent. This contract may be renewed for two (2) additional three (3) year periods.

Requests for proposed price changes after the initial term of the contract must be submitted to the Purchasing Agent. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract.

**C. Scope of Services:**

The areas for which the City seeks possible legal services require the Proposer to have expertise/experience in, but not limited to:

- 1) Iowa Workers' Compensation laws
- 2) Employment and labor law;
- 3) Hearings, trials, depositions, mediations, and other workers' compensation related proceedings;
- 4) Medical conditions/issues inherent in workers' compensation cases;
- 5) Evaluating workers' compensation claims

**D. Proposal Requirements:**

- 1) If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer must e-mail the Purchasing Agent, [sarah-betlach@iowa-city.org](mailto:sarah-betlach@iowa-city.org), no later than **noon (local time), December 31, 2019**. All questions must be in writing to receive a response.
- 2) 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 during the pre-award process.
- 3) The format of the company's proposal must be consistent with the specifications listed on the ***Proposal Requirements 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) 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.
- 5) 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 proposer to examine any document shall in no way relieve the proposer from any obligation in respect to its proposal.
- 6) No proposal security will be required. Insurance will be required before commencement of work, see Section Two, K, #9.
- 7) Any costs associated with this project 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.
- 8) 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 interview
  - e. To respond to a written request for clarification or additional information
- 9) 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.

**E. Contract Negotiations:**

The contract for the work is attached. While the City may be willing to negotiate some aspects of the contract, such portions must be clearly identified by the Proposer in the **Exceptions Section (Section Seven, Pricing and Company Information Form)**. In addition, Proposers must specifically offer their proposed additions, deletions, or alterations to the contract in the same Exceptions section. The City will not negotiate any contract terms not so identified in the Exceptions section.

**F. Pricing:**

The submitted pricing must include all of the costs required to perform the tasks to complete the project in full. These costs include, but are not limited to, labor, materials, equipment, travel (lodging and transportation), etc.

**G. Payment:**

Payment for this contract will be made within 30 days following receipt of invoice from the Proposer and the City's approval of said invoice.

**H. Interview:**

During the evaluation process, the City may 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 will have the opportunity to discuss their qualifications, experience, services that they will provide for this contract, as well as any proposed fee schedule. Requested interviews shall be at no cost to the City.

**I. Reference Checks and Proposal Clarifications:**

The 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 reserves the right to obtain and consider information from other sources concerning a proposer such as the proposer's capability and performance under other contracts.

**J. 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; proposers must receive a minimum score of 80 points to be considered for award. 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. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the 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 Iowa City's requirements and terms and conditions, pricing, 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>
Experience – Firm's Resume	50
<ul style="list-style-type: none"> <li>• Company History</li> <li>• Qualifications/Personnel</li> <li>• References – Proven Success of Plans Designed for Other Clients</li> </ul>	
Proposed Performance of Services	15
Project Costs	<u>35</u>
<b>Total Points</b>	<b>100</b>

**K. Contract Award:**

- 1) All submitted proposals must be complete to be considered for award. The items listed on page two (2), Proposal Requirements Checklist, must be completed and included in the submitted proposal.
- 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 proposer to the terms and conditions of the Request for Proposal.
- 3) The City reserves the right to negotiate with more than one potential proposer after the submission of all proposals. The 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 intent of the City to make an award within thirty (30) 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 and a signed contract (see **Section Eight** of this Request for Proposal).
- 7) Consideration may be given to, but not limited to, the firm's resume and qualifications, experience with past and present clients, customer satisfaction and references, proven success of past work, firm's financial stability, the completeness and reasonableness of the firm's work plan, the firm's work schedule, the firm's ability to demonstrate an understanding of the work to be performed, the firm's ability to comply with the requirements of this Request for Proposal, and pricing.
- 8) The awarded vendor will be required to complete the City's Contract Compliance Document and provide their EEO policy before the issuance of a Contract Purchase Order and execution of the contract.

- 9) The awarded vendor will be required to submit a current certificate of insurance prior to commencement of work. The awarded vendor will be required to maintain professional liability insurance covering the awarded vendor's liability for the awarded vendor's negligent acts, errors, and omissions to the City in the sum of \$1,000,000. 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
- 10) By submitting a proposal in response to this Request for Proposal, the vendor acknowledges that the proposal submitted shall become public information after the contract is awarded or if no contract is awarded.

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

**Section Three – City of Iowa City Purchasing Division**  
**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 and Bonds**

1. Insurance Requirements. When required, the successful Proposer shall provide insurance as follows:
  - a. Certificate of Insurance; Cancellation or Modification

1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

b. Minimum Coverage

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

Insurance Requirements

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

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

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

When Additionally Required:

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

2. Performance Bond. **When required**, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.
3. Bid Security. **When required**, no bid shall be considered unless accompanied by either of the following forms of bid security:

- a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
- b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

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

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

### C. Specifications

1. Formal Specifications. The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). 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 arising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either. For purposes of this paragraph, the term "Proposer" means and includes the Proposer, its officers, agents, employees, sub-consultants, and others for whom Proposer is legally liable, and the term "City of Iowa City" means and includes the City of Iowa City, Iowa its Mayor, City Council members, employees, agents, and volunteers.

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 regarding this proposal, including but not limited to any resulting Contract, without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this proposal or any resulting Contract shall be brought and maintained solely in Johnson County District Court for the State of Iowa, Iowa City, Iowa, or in the United States District Court for the Southern District of Iowa, Davenport Division, Davenport, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability in State or Federal court, which may be available to the City of Iowa City.

**F. Payment Provisions**

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

City of Iowa City  
Attn: Melissa Miller, Revenue & Risk Manager  
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 provide it to the Contracting Department prior to the execution of the contract.**

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

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

\_\_\_\_\_  
Signature

This instrument was acknowledged before me by

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

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

### **Section Five - Contract Compliance Document**

***Note: Submission of the Contract Compliance Document and the company's EEO Policy will be required only upon contract award.***

#### **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 Code section 2-3-1.

#### **Suggested Steps to Assure Equal Employment Opportunities**

1. **Organization Policy**  
Determine your organization'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 organization'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 organization'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:
  - 1. 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.
  - 2. 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:
  - 1. 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)
2. 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)
  3. 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.
  4. 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)
  5. 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)
  6. A state of federal program designed to benefit a specific age classification which serves a bona fide public purpose. (Ord. 94-3647, 11-8-1994)
  7. 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)
  8. Any employer who regularly employees less than four (4) individuals. For purposes of this section, individuals who are members of the employer's family shall not be counted as employees. (Ord. 08-4312, 8-11-2008)

**Sample: Equal Employment Opportunity Policy**

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

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

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

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

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

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

\_\_\_\_\_

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

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

**Assurance of Compliance**

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

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

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

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

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

Where is this statement posted?

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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

**Section Six - References**

The Proposer must provide a minimum of three (3) references from past and/or present clients for contracts similar in scope to this contract including the company or agency’s name and address, the name, title, and phone number of each reference, and the contract term. The City reserves the right to contact each reference to assist with the evaluation of this Request for Proposal. **References from other City of Iowa City employees will not be accepted.**

*The proposer must complete all of the required information listed below.*

- 1.) Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contract Term: \_\_\_\_\_
  
- 2.) Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contract Term: \_\_\_\_\_
  
- 3.) Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contract Term: \_\_\_\_\_

**Note: Additional references may be included with the submitted proposal.**

**Section 7 – Pricing and Company Information Form**

*Note: This form must be completed by an authorized representative of the vendor and must be included with the vendor’s submitted proposal.*

The submitted pricing must include all of the costs required to perform the tasks to complete the project in full. These costs include, but are not limited to, hourly labor costs for any and all Proposer employee or agent whose work would be billed to the City, and all materials, equipment, and travel (time, mileage or flights, lodging, etc.) that would be billed as part of this contract. These costs will be paid by the City upon invoicing after the completion of each month.

Proposers may wish to consider offering a not-to exceed dollar value for contract negotiations.

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Attach a separate sheet if necessary.

**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 organization has no exceptions/deviations, please write “No Exceptions” in the space provided. If you state no exceptions, you may not add your organization’s terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date. Not applicable (N/A) is not an acceptable answer.**

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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). Not applicable (N/A) is not an acceptable answer.**

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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 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 as identified above, you must state this also. **Not applicable (N/A) is not an acceptable answer.**

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**City of Iowa City Wage Theft Policy**

Your company must carefully review the policy included in **Section Four** of this Request for Proposal. Any objection that your company has regarding this policy must be stated in the space provided below. If your company is in agreement with this policy and is able to uphold the policy, provide a statement in the space provided below.

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**Voluntary Demographic Information**

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

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

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

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

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

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to perform the work as described in the proposal documents and to do all work at the fees stated in the submitted proposal.

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

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. 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, the City's document shall prevail.

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

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

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

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

Website: \_\_\_\_\_

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

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

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

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

**Addenda Form**

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____

**Section 8 – Agreement for Professional Services**

This Agreement for Professional Services (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020 between \_\_\_\_\_ (“Consultant”), having an office at \_\_\_\_\_ and the City of Iowa City, IA (“Client”) having an office at 410 E. Washington St, Iowa City, IA 52240.

In consideration of the mutual promises set forth herein, Client and Consultant agree as follows:

**1. Consultant’s Services**

A. Consultant shall perform the professional services (“Services”) more fully described in Exhibit A attached hereto and by this reference incorporated herein. Consultant shall furnish all labor, materials and supervision necessary to perform the Services.

B. The Consultants shall not commit any of the following employment practices and agree 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.

C. It is further agreed that no party to this Agreement, including their employees, representatives, subcontractors or agents, shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Iowa City.

D. Consultant agrees to specifically assign the agreed upon professional services to \_\_\_\_\_ who shall be the primary attorney, and who may utilize personnel qualified and/or suitable to perform the Services. Each person assigned to perform any part of Consultant’s obligations hereunder shall be qualified and, if required by law, licensed or certified to perform such obligations.

**2. Compensation**

Client shall compensate Consultant for Services rendered in such amounts as described in Exhibit B.

**3. Invoices and payments**

A. Not more frequently than once a month Consultant shall invoice Client for its fee.

B. Client shall pay each invoice within thirty (30) days of receipt. However, if Client objects to all or any portion of any invoice, Client shall so notify Consultant within fifteen (15) days from receipt, give reasons for the objection, and pay that portion of the invoice not in dispute within thirty (30) days of receipt of the invoice. Unless otherwise directed in writing, all invoices shall be submitted for payment to the following address:

City of Iowa City, Iowa  
Attn: Melissa Miller, Revenue & Risk Manager  
410 E. Washington St.  
Iowa City, IA 52240

**4. Independent Consultant Status and Subcontractors**

Consultant will act solely as an independent contractor in performing the Services, and nothing herein will at any time be construed to create the relationship of employer and employee, principal and agent, partners, or joint ventures between Client and Consultant, or Client's and Consultant's officers, directors, partners, elected officials, managers, employees or agents. Consultant shall be solely responsible for the compensations, benefits, worker's compensation, contributions, withholdings and taxes, if any, of its employees, subcontractors and agents.

**5. Indemnification, Insurance and Third-Party Beneficiaries**

A. Consultant shall indemnify, defend and hold Client harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against Client or Client's officers, directors, partners, elected officials, managers, employees or agents, in the capacity of a defendant or witness, by reason of or arising out of Consultant's breach of this Agreement or Consultant's negligence, gross negligence or willful misconduct with respect to Consultant's duties and activities within the scope of this Agreement. The Consultant agrees at all times material to this Agreement to have and maintain professional liability insurance which covers the Consultant's liability for the Consultant's negligent acts, errors or omissions to the City in the sum of \$1,000,000.

B. This Agreement shall not be construed to create a duty or liability to any party who is not a signatory party to this agreement, it being the intention of the parties hereto that their duties and obligations are to each other and not for the benefit of or for third party beneficiaries.

**6. Confidentiality**

Consultant shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information and documents (including without limitation any environmental information, reports, data, or financial information) which may be delivered to Consultant by Client.

Nothing above, however, shall prevent Consultant from disclosing to others or using in any manner information that Consultant can demonstrate:

- A. Has been published and has become part of the public domain other than by acts, omissions or fault of Consultant, their employees, agents, contractors and/or consultants; or,

- B. Has been furnished or made known to Consultant by a third party (other than those acting directly or indirectly for or on behalf of Consultant or Client) as a matter of legal right without restrictions on its disclosure; or,
- C. Was in Consultant's possession prior to the date of this agreement and/or prior to the date of disclosure thereof by Client.
- D. Must be disclosed pursuant to any statute, law, regulation, ordinance, order or decree of any governmental authority having jurisdiction over Consultant or any of its employees, agents, contractors and/or consultants.

**7. Term and Termination of Agreement**

Unless otherwise earlier terminated pursuant to this contract, this Agreement shall remain in full force and effect for five (5) years following the date of its execution by the City. Termination of this Agreement shall discharge only those obligations that are executory by either party on and after the effective date of termination. Any right or duty of a party based on either performance or a breach of this Agreement, prior to the effective date of termination, shall survive.

- A. Client reserves the right to terminate this Agreement at any time, with or without cause, upon delivery of written notice to Consultant, even though Consultant is not in default. If Client terminates this Agreement pursuant to this paragraph, Client shall compensate Consultant, at the monthly rate contained in Exhibit B, for all monthly periods completed by Consultant, and any subsequent monthly period in which Consultant has performed services for client, up to and including the month of termination.
- B. Consultant shall have the right to terminate its obligations pursuant to this Agreement if one of the following conditions exists and it has not been remedied or cured within thirty (30) days of Client's receipt of written notice of such condition:
  - i. A substantial breach of any material obligation of client under this Agreement; or
  - ii. If Consultant is unable for any reason beyond its control to perform its obligations pursuant to this Agreement in a safe, lawful and professional manner. It is expressly understood that license and/or registration requirements are within the control of Consultant.

Upon Consultants termination of its obligations, Client shall pay all actual expenses and charges as of the date of termination, which charges and expenses shall not continue to accrue after Client receives Consultant's notice of termination. In no event will said expenses and charges exceed the not-to-exceed figures included in Exhibit B.

- C. The termination of this Agreement under the provisions of this Article 7 shall not affect the rights of either party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights or

obligations of either party with respect to liability or claims accrued, or arising out of events occurring or conditions existing, prior to the date of termination, all of which shall survive such termination.

**8. Disclosure of Client Relationships**

Consultant agrees to perform a conflict check to ascertain whether any conflict exists in the representation of the City in these matters.

**9. Waiver**

A Waiver on the part of the Client or Consultant of any term, provision or condition of this Agreement shall not constitute a precedent or bind either Party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement.

**10. Entire Agreement**

This Agreement, including any Exhibits, the Request for Proposal, and Consultant Proposal, constitute the entire Agreement between Consultant and Client. In the event of conflict between these documents, this Agreement shall prevail. These documents supersede all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for convenience in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof.

**11. Assignment**

This Agreement shall be binding upon the successors or assigns of the parties hereto. However, this Agreement shall not be assigned by either party without first obtaining the written consent of the other.

**12. Severability**

Every paragraph, part, term or provision of this Agreement is severable from the others. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

**13. Notices**

Any information or notices required to be given in writing under this Agreement shall be deemed to have been sufficiently given if delivered either personally or by certified mail (return receipt requested, postage prepaid), to the address of the respective party set forth below, or to such other address for either party as that party may designate by written notice.

**For the Client:**

Melissa Miller Revenue & Risk Manager  
City of Iowa City  
410 E. Washington St.  
Iowa City, IA 52240

**For the Consultant:**

**14. General Terms**

- A. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the City, without cost, copies of all files, records, notes, charts, computations and any other data prepared or obtained by the Consultant pursuant to this Agreement, without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultants shall not be liable for the City’s use of such documents on other projects.
  
- B. 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 Iowa Code Section 362.5.
  
- C. The Consultant has completed the City’s Wage Theft Affidavit. If Client becomes aware that Consultant (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 this Agreement.
  
- D. No modifications to the Scope of Services or other contract terms can be made without the written consent of both parties. Authority to approve changes from the Client side is vested solely with the City Manager.

**15. Governing Law**

This Agreement shall be governed and interpreted pursuant to the laws of the State of Iowa.

**In Witness Whereof**, the Client and Consultant have caused this Agreement to be executed by their duly authorized representatives, as follows:

**Client:**

City of Iowa City

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

**Consultant:**

XXXXXXXXXXXXXXXXXXXX

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

XXXXXXXXXXXXXXXX, Mayor

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

Title: Shareholder

Attest: \_\_\_\_\_  
Kellie Fruehling, City Clerk

City Attorney Office: \_\_\_\_\_

**Exhibit A**

**City of Iowa City, Iowa  
Legal Services**

**Scope of Services:**

The areas for which the City seeks possible legal services require the Proposer to have expertise/experience in, but not limited to:

- 1) Iowa Workers' Compensation Law;
- 2) Employment and labor law;
- 3) Hearings, trials, depositions, mediations, and other workers' compensation related proceedings;
- 4) Medical conditions/issues inherent in workers' compensation cases;
- 5) Evaluating workers' compensation claims;

**Exhibit B**

**Compensation**

The submitted pricing contained herein includes all of the costs required to perform the tasks to complete the project in full. These costs include, but are not limited to, hourly labor costs for any and all Proposer employee or agent whose work would be billed to the City, and all materials, equipment, and travel (time, mileage or flights, lodging, etc.) to be billed as part of this contract. These costs will be paid by the City upon invoicing after the completion of each month.

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Attach a separate sheet if necessary.