

Date: December 23, 2020

Request for Proposal: #21-168, Enterprise Asset Management Software
for the City of Iowa City Public Works Department



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

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

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

Vendors must submit seven (7) printed copies of the proposal. Proposals shall be sealed and clearly marked on the outside of your mailing envelope or container **“Enterprise Asset Management Software for the City of Iowa City Public Works Division, Request for Proposal #21-168”**. Proposals must be received by the City Clerk's office **before 2:30 p.m. (local time) on January 27, 2021.**

If the proposal is emailed, it must be received by theresa-vanatter@iowa-city.org **before 2:30 p.m. (local time) on January 27, 2021.** Vendors must email one (1) copy of the proposal. Proposals **must** have **“RFP #21-168” in the subject line of the e-mail**. Faxed Proposals will not be accepted. All times and dates are Central Standard Time.

A Pre-Submission Conference will be held remotely via Zoom. **The conference will be held on January 12, 2020 at 10:00 A.M. Central Time. Attendance at the meeting is encouraged.** This meeting is to provide proposers with an opportunity to discuss the City's requirements, the specifications related to the contract(s), and to ask questions pertaining to this RFP. Please review the following Request for Proposal before attending the Pre-Submission Conference. Contact theresa-vanatter@iowa-city.org for a link to the meeting.

Questions: All questions and clarifications regarding this Request for Proposal will be accepted until **January 20, 2021, noon (local time)** by e-mailing the following City representative. **All questions must be in writing in order to receive a response.** All questions and answers will be posted in an addendum on the City of Iowa City website www.icgov.org by 5 p.m. on January 21, 2020.

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

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

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

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

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Section One – Submittal Package Checklist

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

Microsoft Word copies of Items C, D, E, and F may be provided to the proposer upon request to the Purchasing Agent.

Item A – Proposal Summary:

A letter summarizing the proposer's proposal. Highlight any features unique to the services and products offered to differentiate the proposal from competitor's proposals. Detail any specialization in solutions and implementation for municipal customers. The letter must be signed by an officer of the Proposer or a designated agent empowered to bind the firm in the contract offer.

Item B - Proposed Project Work and Implementation Plan

This should include a detailed narrative or work plan for describing the approach to this project, a project task schedule including timelines, training schedules, approach and hours provided, the responsibilities of the personnel assigned to the project and what the Proposer expects from both parties involved. It shall include estimated timeframe between ordering and delivery/set up of the proposed system and major milestones.

The Proposer must provide a tentative installation schedule of dates necessary to place the system into service. Any task not specifically stated to be the responsibility of the City would be that of the Proposer.

Identify the exact tasks including system configuration and data migration that the City of Iowa City and the proposer will perform and/or be responsible for in order to accomplish delivery and installation of the system in this time frame.

Item C – Questionnaire:

A completed Questionnaire: **(Section Five) No other form will be accepted.**

Item D – Staff Information Form:

A completed Staff Information Form: **(Section Six) No other form will be accepted.**

Item E – Company Information and Pricing Form:

A completed and signed Company Information and Pricing Form **(Section Seven) no other form will be accepted.**

The City is not responsible for the vendor'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, travel, delivery and shipping fees.

Item F – Reference and Reference Projects Form:

A completed Reference and Reference Projects Form: **(Section Eight) no other form will be accepted.**

Item G – Wage Theft Policy:

Review Section Nine - Wage Theft Policy and complete the Wage Theft Affidavit form in **(Section Nine) no other form will be accepted.**

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

Read and complete the contract compliance document in **(Section Ten) no other form will be accepted.**

Section Two - Specific Conditions and Instructions to this Proposal

A. Scope of Work:

The City of Iowa City is seeking qualified vendors to implement and provide an enterprise software solution for asset management, maintenance management, and service request management. The system shall have the capability to integrate with ESRI ArcGIS and be capable of being deployed on a mobile platform as a stand-alone application not a web portal (i.e. iOS App for an iPad).

The City of Iowa City currently utilizes ESRI ArcGIS software. The City is seeking an enterprise asset management system that is, or is capable of being, GIS-centric, in which GIS is the registry for the asset database, thereby eliminating the need to duplicate data in additional tables and minimizing the time and expense of transferring data. The City currently has an enterprise license agreement with ESRI and leverages its data in ArcGIS Enterprise with data hosted in ArcGIS Portal in a SQL Server environment.

Responding suppliers should have successful experience with implementation in similar-sized municipal agencies as well as larger agencies with similar requirements including but not limited to streets and transportation, sidewalks, curb and gutter, street signs, street lights, traffic signals, storm water system management, fleet and facility operations, street sweeping and water and sanitary sewer. **The City does not provide electric or gas utility services.** The system should be scalable to accommodate future needs of the City. The RFP will be a full system implementation for the City beginning (Year 1) with water and signs which currently reside in legacy Cartegraph software. Future asset applications may include but are not limited to the following:

- Street Light Fixtures/ Traffic Signals
- Markings
- Pavement/Streets
- Address Management
- Trees
- Sanitary sewer system apps including cleanouts, facilities, force mains, laterals, mains, manholes, pumps
- Storm water system apps including basins, channels, culverts, facilities, inlets, manholes, outlets, pipes, pumps
- Parks and landscape areas
- Sidewalk and Bike path inventory replacement
- Parking lots and/or spaces
- City fiber

The City is seeking a supplier to provide recommendations and consultation on the best approach to phase the project based on previous deployments with other jurisdictions.

While this RFP has specific requirements, the City is open to accepting bids from software vendors that will meet the needs of the City outside of the traditional enterprise asset management environment.

B. Background:

The City of Iowa City is approaching the stage in the normal lifecycle of a city in which the public infrastructure that was constructed 40 to 60 years ago. Public infrastructure may need replacement or extensive maintenance to extend the life of the facilities and to prevent unexpected failures. The current asset inventory of structures is overseen by the various departments. Asset inventory is not centralized and some of the inventory is not fully authenticated with specifications such as, material types, dates constructed, condition, and useful life. Asset information is contained in multiple locations. Depending on the division, asset inventory, maintenance activities and workflows are managed with a combination of tools such as GIS, Cartegraph asset management software (water and signs), Cues Granite, Excel spreadsheets, an Access database, Microsoft word, and various other tools. Many of the current processes, workflows and asset information are dependent upon individual's knowledge, rather than database knowledge.

C. Project Term

This contract shall be for the development, installation, testing and delivery, until the City has completed acceptance of the system. Following acceptance of the system, the initial licensing, maintenance, and support shall extend for a term of five years.

The City may elect to renew this Contract for two (2) additional five (5) year terms upon expiration of the initial term. Beginning with year sixteen (16), the City may renew the Contract by additional five (5) year terms or one (1) year terms. Renewal of the Contract after the initial term is at the discretion of the City.

D. Rates and Prices

- Pricing shall be fixed and firm throughout the initial term of the contract.
- Vendor may submit a written request for a price increase at the end of the initial contract term. The written request shall be made at least 45-days in advance of the end of the initial contract term.
- Thereafter, written request for price increases shall only be considered upon the end of the renewed contract term and shall be made in writing at least 45-days prior to the end of the term.
- Price increase requests will be considered by the City and may be accepted or rejected. The decision to accept any price increase will be at the sole discretion of the City.
- Failure to submit a price increase request at least 45-days prior to end of the contract term shall result in a continuation of all existing pricing on the contract until the next contract term.
- The City may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of proposal or for other circumstances beyond the control of both parties, in the opinion of the City.
- Requests that reduce pricing charged to the City may be delivered to the Purchasing Coordinator at any time during the contract term. Such price reductions should use the same pricing structure as the original. The City may likewise initiate a request to the vendor for price reductions, subject to mutual agreement of the vendor.

E. Contractor Interviews:

The City reserves the right to conduct interviews with individual contractors to better assess the competency of the contractor and his/her designated project team members to provide the prescribed Scope of Services in a timely and satisfactory manner. Invitation to participate in a pre-selection interview shall be solely at the discretion of the City. All such interviews will be conducted in Iowa City or via electronic means and shall be without cost to the City.

F. Contract negotiations:

The City of Iowa City reserves the right to negotiate specifications and terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Request for Proposal. Proposers are responsible to review all specifications, requirements, terms and conditions, insurance requirements, and other requirements herein.

The City of Iowa City may require the Request for Proposal and the proposer's entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the City of Iowa City as contractually binding on the successful proposer.

The City may consider and may choose to accept some, none, or all contract modifications that the Proposer has submitted with the Proposer's proposal.

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

If negotiations cannot be completed to mutual satisfaction within 30 calendar days or in an otherwise reasonable time frame in the opinion of the City, then the City retains the sole option to terminate negotiation. In such an event, the City reserves the right to name another apparent successful Vendor and restart with the new Vendor or to terminate the Request for Proposal process.

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

G. Contract Award:

1. The vendor's proposal must be complete to be considered for award.
2. The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the proposer to the terms and conditions of the Request for Proposal.
3. The City of Iowa City reserves the right to negotiate with more than one potential proposer after the submission of all proposals. The City of Iowa City may award a contract based on initial proposals received without discussing the proposals among the vendors. The City of Iowa City

reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.

4. It is the City's intent to make an award within one hundred and twenty (120) working days of the proposal due date. Offer prices and costs in Proposer submittal must remain valid until City completes award. Should any Proposer object to this condition, the Proposer must include their objection in the Exceptions, Deviation or other Agreements (Section seven).
5. Award, if made, will be in accordance with the terms and conditions herein.
6. Award, if made, shall be in the form of a contract issued by the City, which may include the terms and conditions of the Request for Proposal, the Vendor's Proposal, and any additional submittals by the proposer that have been accepted by the City.
7. Any change to the contract must be approved in writing by the Purchasing Coordinator and the awarded vendor.
8. Consideration may be given to functionality, upgradeability, compatibility, product reliability, guarantees and warranty period, product availability, discounts and pricing, references, vendors adherence to specifications, technical expertise, company's reputation, technology and equipment, length of time committed for firm pricing, customer service and experience, and past experience of the City with the vendor.
9. Proposals will be evaluated based on their perceived competence, expertise and technical suitability relative to this Request for Proposal. Discussions may then be conducted with selected respondents in order to clarify certain elements. Revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers at the discretion of the City. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing proposer(s).
10. Responses may be rejected if the Vendor fails to perform any of the following:
 - a. To adhere to one or more of the provisions established in this Request for Proposal
 - b. To demonstrate competence, experience, and ability to provide the commodities and services described in this Request for Proposal
 - c. To submit a response on or before the deadline, **and complete all required forms**
 - d. To fulfill a request for an oral presentation
 - e. To fulfill a request for an on-site demonstration
 - f. To respond to a written request for clarification or additional information
11. The Vendor selected to receive the proposal will be responsible for the removal of boxes and debris during and after installation.
12. By submitting a proposal in response to this Request for Proposal, the proposer acknowledges that the proposal submitted shall become public information after the contract is awarded.
13. The awarded vendor must provide at the City's request system-level and user-level documentation for the initial purchase and for all upgrades for system support usage. An electronic copy of all manuals must be made available at no charge to the City.

14. Awarded Vendor will be given the Contract Compliance document to complete and return prior to the purchase order being issued.
15. Awarded vendor will be required to submit a current certificate of insurance prior to commencement of work. The certificate of insurance shall include the following items:
 - a. The City of Iowa City will be named as additional insured
 - b. Project proposal number and project title as the description
 - c. Insurance carriers will be rated as A or better by A.M. Best

H. No Debriefs to Proposers

The City issues results and award decisions to all proposers and does not otherwise provide debriefs of the evaluation of their respective proposals.

I. Reference Checks and Proposal Clarification

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

J. Proposer Interviews:

The City reserves the right to conduct interviews with individual Proposers to better assess the competency of the Proposer and his/her designated project team members to provide the prescribed Scope of Services in a timely and satisfactory manner. Invitation to participate in a pre-selection interview shall be solely at the discretion of the City. All such interviews will be conducted in Iowa City or via electronic means and shall be without cost to the City.

K. Evaluation Process:

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

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the Request for Proposal. Failure of the proposer to provide any information requested in the Request for Proposal may result in disqualification of the proposal and shall be the responsibility of the Proposer. Phase One of the evaluation process shall be based on a 100-point scale. It is required that a proposal receive a minimum of 80 points, in order, to move on to Phase Two and be considered for award.

The Proposer's submission of a proposal implies acceptance of the evaluation technique and recognition that some subjective judgments shall be made by the City of Iowa City during

assignment of points. The proposal with the highest average point total from Phase One and Phase Two will be selected for award.

Phase One

During Phase One, it is required the proposal must receive a minimum of 80 points, in order, to be considered to continue to Phase Two. Categories have been identified for Phase One of the evaluation process. Each category shall receive a point total value within the specified range based on how well the proposal meets or exceeds the City's specifications. Below are the maximum points associated with each category.

<u>Phase One - Point Category</u>	<u>Assigned Points</u>
Compatibility with the City's desired functional and technical requirements	30
Proposed implementation strategy and plan, including training	25
Public sector experience, product longevity and staff qualifications	20
Cost (both cost of project and 5-year cost)	20
Compatibility with the City's proposed contract terms and conditions	5
Total Points Phase One	100

Phase Two

During Phase Two of the evaluation process, selected Proposers will be invited to perform an on-site (location: City of Iowa City) presentation and demonstration of the proposed Enterprise Asset Management System. The Proposers selected to participate in Phase Two will be notified by the Purchasing Division. All costs associated with the on-site presentation and demonstration, including travel expenses, will be the responsibility of the Proposer.

<u>Phase Two – Point Category</u>	<u>Assigned Points</u>
On-site (Iowa City) software demonstration and interviews	25
References, proven success of contracts with other clients and a <u>possible</u> customer site-visit by Iowa City staff	25
Total Points for Phase Two	50
Total Points for Phase One and Phase Two	150

Section Three – Specifications and Requirements

A. Desired Functionality and General System Requirements.

The purpose of this RFP is to solicit proposals from software vendors, systems integrators, and/or implementation partners who can demonstrate that they possess the organizational, functional and technical capabilities to provide an Enterprise Asset Management Software solution that meets the City's needs.

The ideal vendor shall have experience in successfully implementing the proposed solution at cities or similar public agencies with similar requirements to the City. The successful vendor shall be responsible for the final approved design, installation, and implementation and commissioning of the Enterprise Asset Management Software system including development of user acceptance testing, system integration and connectivity to existing resources.

This solution will replace the City's current method of tracking work through various software and its existing Cartegraph asset management software. The proposed solution must be able to support all specifications and requirements identified in this RFP. The City is seeking a single vendor that will provide solution, implementation services, data conversion services, as well as training and support.

B. Asset Management Requirements

1. Ability to manage specific asset classes such as, but not limited to, the following:
 - a. Street Light Fixtures/ Traffic Signals
 - b. Markings
 - c. Pavement/Streets
 - d. Signs
 - e. Address Management
 - f. Trees
 - g. Sanitary sewer system including cleanouts, facilities, force mains, laterals, mains, manholes, pumps
 - h. Storm water system including basins, channels, culverts, facilities, inlets, manholes, outlets, pipes, pumps
 - i. Water system apps including backflows, facilities, hydrants, laterals, mains, meters, pumps, storage tanks
 - j. Parks and landscape areas
 - k. Sidewalk and Bike path inventory replacement
 - l. Parking lots and/or spaces
 - m. City fiber
2. Ability to configure additional asset applications for any type of asset with little to no vendor assistance
3. Ability to link assets and display asset relationships
4. Track asset inspections
5. Perform or inform life-cycle cost analysis on assets (i.e. capital, depreciation, upkeep, replace)
6. Guided (step-by-step) process for creating a new asset
7. Ability to track an unlimited number of asset attributes
8. Review work history for each asset

C. Work Management Requirements

1. Tasks and Work Orders
 - a. Guided (step-by-step) process for creating or completing a work order
 - b. Track labor, equipment, and material associated with a work order
 - c. Ability to assign multiple laborers to a single task
 - d. Configure vendors and outside contractors
 - e. Ability to track contractor costs
 - f. Track rate effective dates to allow for correct costing of previously completed work
 - g. Track estimated and actual start and end dates of work
 - h. Track and display work status
 - i. Ability to link assets to associated work
 - j. Ability to link work orders
 - k. Ability to identify work order creator and assignee
 - l. Ability to configure work types and work activities
 - m. Ability to create both proactive and reactive work orders singly or in bulk
 - n. Ability to view work orders on a map and/or list view
 - o. Ability to configure an unlimited number of work order and task attribute fields
2. Labor and Materials
 - a. Guided process for creating or modifying an employee profile
 - b. Track list of work currently assigned to employee
 - c. Ability to include multiple applicable rates for an individual (e.g. regular pay, overtime)
 - d. Record material information including but not limited to manufacturer, model, cost
 - e. Track historical events related to materials
 - f. Ability to specify primary vendor and price quote
 - g. Track quantity on hand and automatically decrease amount based on quantity used
 - h. Ability to set default quantity usage
 - i. Ability to set reorder points and reorder amounts
3. Vendors
 - a. Record vendor information including but not limited to name, address, phone, tax ID
 - b. Ability to document multiple contact persons for each vendor
 - c. Ability to track price quotes and associate to material item
 - d. Ability to identify primary vendor (and default material cost)
 - e. Ability to record vendor history / events
4. Work Request Requirements
 - a. Guided process for taking a request
 - b. Ability to track the spatial location of a requests
 - c. Ability for public to submit requests via smartphone application or internet
 - d. Ability for public to review request information (e.g. status) online
 - e. Link work requests to work orders
 - f. Ability to document and save requester information
 - g. Ability to look up requester by identifying information such as name, phone number, etc.

- h. Ability to review requester history
- i. Ability to link multiple requesters to a single request
- j. Ability for public to see existing work requests before creating a new request
- k. Ability to view work requests on a map interface or list view
- l. Ability to configure an unlimited number of request attribute fields
- m. Establish and monitor the status of requests
- n. Guided process for creating work from a request
- o. Ability to see the cost incurred from processing a request
- 5. Reporting Requirements
 - a. Available standard reports (e.g. overdue tasks, costs by department)
 - b. Ability to create custom reports
 - c. Ability to report and query on any field in the database
 - d. Ability to export report output to multiple formats including PDF, XLS, HTML, RTF, TIFF
 - e. Ability to run audit reports showing any data changes
 - f. Labor and equipment costing reports
- 6. Additional Requirements
 - a. Stand-alone iOS application for field workers
 - b. PC interface for office users
 - c. Support for real time access for field workers
- 7. System Requirements
 - a. Support Windows Server 2016 (Virtual)
 - b. Preferred Support SQL Server 2017 / At Least SQL 2016
 - c. System support for all Windows server critical updates
 - d. System Runs either virtualized or as software as a service
 - e. Support for multi-factor authentication

C. Additional Features

- 1. Help menu
- 2. Training
- 3. Toll-free technical support via phone or e-mail

D. Interfaces

- 1. ESRI ArcPro ver 2.2
- 2. ESRI ArcMap ver 10.7.1
- 3. Microsoft Office
- 4. EnerGov LSM
- 5. Tyler Munis
- 6. Cues Granite
- 7. Tree Plotter
- 8. Optional
 - a. Antero

E. Proposal Requirements:

1. The vendor must be able to demonstrate success with software, hardware, and security compatibility through client references and an on-site demonstration. In addition, the vendor must be able to provide proof of technical expertise, perform a successful installation of the proposed system, provide training and **provide future maintenance support**.
2. Each specification herein stands alone and will be evaluated on its own merits in terms of meeting specifications, terms and conditions, pricing, delivery schedule and overall responsiveness to the Request for Proposal.
3. The proposer is responsible for all costs related to the preparation of the submitted proposal, costs associated with the preparation of additional material, and any required visits to the City during the pre-award process.
4. Any costs associated with this project not specifically set forth in the submitted proposal will be the sole responsibility of the proposer. Price/Cost adjustments presented after the contract has been awarded will not be accepted by the City.
5. Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer's obligations to the City.
6. The format of the Vendor's proposal must be consistent with Section One Submittal Package Checklist.
7. 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.
8. The City reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.
9. The City will provide the related work stations, servers, wiring, and LAN/WAN connections. The vendor will describe and include costs for any additional hardware required for the system.
10. All application upgrades, modifications, conversions, interfaces, enhancements, new releases and training on the proposed equipment and system must be included in the warranty and software maintenance services.
11. The City may excerpt, summarize, or otherwise reproduce the documentation for distribution to users of the asset management software.

F. Training by the Awarded Vendor

The vendor must include a training program with the proposal

G. Implementation by the Awarded Vendor

Awarded vendor must offer an on-site kick-off meeting and pre-installation analysis of site requirements to ensure that the solution meets the City's requirements. This pre-installation visit should also be used to determine requirements for implementation, training, and database conversion. The results of this visit should be used to provide an accurate timetable for total implementation in terms of time, and other variables. This will be presented for City approval as the implementation plan.

H. Acceptance

1. The City will work with Vendor to define major milestones for the lifecycle of the project. These milestones will be the payment points for the Vendor during the implementation. The City's project manager for the implementation will sign off on the milestones. ***Acceptance will be in writing from the Purchasing Division.***
2. The City shall have 60 days following the "go live" date for final acceptance the system. During this time, the system must perform without major interruption of services and in compliance with all representations made in Vendor's proposal. A final payment equal to 25% of the system cost will be withheld until final system acceptance. The warranty period will not begin until system acceptance. ***Acceptance will be in writing from the Purchasing Division.***
3. Failure to perform during this period may result in cancellation of the Contract. The City may, in its discretion, elect to extend the acceptance period. In the event of dispute or discrepancy as to the functionality of any product or service, the City's decision shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the Contract is terminated within the acceptance period, the City reserves the option to award the contract to the next proposer by mutual agreement with such proposer.

I. Contractors:

Award, if made, will be between the City and the proposer. The awarded vendor shall not subcontract any part of this contract without the prior written approval of the City. All subcontractors working on this contract must be employed by and responsible to the awarded vendor; all fees for this project will be paid to the main contractor. Failure to comply with the subcontractor provision will result in termination of the contract.

J. Pricing:

The Proposer shall provide a not-to-exceed amount for each item specified on the Pricing and Company Information Form (Section Seven), this must include all travel and/or other direct costs. If there are additional costs to the project that are not specified on the Pricing and Company Information Form, the Proposer must include a detailed explanation of additional optional services to be offered.

In addition, if the Proposer offers additional services that are not part of the project or not covered in the base bid pricing, the Proposer, when offering such additional services, must provide a detailed explanation of additional optional services to be offered.

Any expenses for this project that are not included in the Proposers' proposal will be deemed the responsibility of the Proposer. Items, services, software, or hardware required to make a functioning system not included on the pricing and Company Information Form will be deemed the responsibility of the Proposer.

Section Four – General Conditions and Instructions to Proposers

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

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

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

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

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

A. Conditions for Proposing

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

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

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

2. **Completeness/Authorization of Proposal.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and email of primary contact (signer) of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **Addressing of Proposal** Proposals shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

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

If the proposal is emailed, it must be received by theresa-vanatter@iowa-city.org **before 2:30 p.m. (local time) on January 27, 2021**. Vendors must email one (1) copy of the proposal. Proposals **must** have **“RFP #21-168” in the subject line of the e-mail**. Faxed Proposals will not be accepted. All times and dates are Central Standard Time.

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

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

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$1,000,000	\$2,000,000
b. Automobile Liability	Combined Single Limit	

(1) Bodily Injury & Property Damage	\$1,000,000	
c. Excess Liability	\$1,000,000	\$1,000,000
d. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

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

When Additionally Required:

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

2. **Performance Bond.** **When required,** the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.
3. **Bid Security.** **When required,** no bid shall be considered unless accompanied by either of the following forms of bid security:
 - a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
 - b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

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

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

C. Specifications

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

expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

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

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

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

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

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

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

D. Selection of Firm

1. Rejection of Proposals. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

2. Selection. The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:

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

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

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

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

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

E. General Contract Provisions

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

cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

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

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

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

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

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.

- b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.
12. Anti-Discrimination. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.
13. Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or 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 regarding 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:
Water Division
Attn: Jude Moss
City of Iowa City
410 East Washington St.
Iowa City, Iowa 52240
3. Withholding Payment. Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.
4. Taxes. The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

Section Five – Questionnaire

All questions must be answered, and the data given must be clear and comprehensive. Additional information may also be submitted if so desired.

A. General

1. Provide a narrative description that highlights how the solution achieves the City's goals and meets the desired requirements listed in Section Three.
2. Provide the performance benchmarking information about the proposed solution.
3. Discuss the solution's ability to meet the program interfaces listed in Section Three D. Indicate whether (1) an interface exists (standard), (2) an interface can be developed (custom), (3) an interface cannot be developed.
4. Highlight any formal partnerships or alliances that are not specifically identified as a required or desired interface, but that might be beneficial to the City.
5. Please indicate the following information about the **version** of the solution you are proposing:
 - a. Date this version was made commercially available (MM/YYYY)?
 - b. Date this version last underwent major upgrades (MM/YYYY) (i.e. date of previous upgrade)? What major changes were included in this release?
 - c. Date when next major upgrade will be rolled out and made available for installation (MM/YYYY). What major changes will be included in the next major release? Identify the modules and the related functionality included within this next major upgrade.
6. Identify if the following functionality and/or accompanying toolsets are provided with your solution. If a toolset is provided, please identify the toolset product name.
 - a. Ability to identify and track software changes
 - b. Ability to identify, track and handle customizations during system upgrades (major releases and version upgrades)
 - c. Assist with the design and implementation of automated workflow
 - d. Assist with the design and implementation of business processes
 - e. Facilitate the integration with third party applications
 - f. Assist with the mapping and migration of legacy or historical data
 - g. Assist with the automation of testing customizations both during initial installation of Customization and thereafter as application upgrades are applied
 - h. Allow the ability to view and manipulate data models
 - i. Ability to provide user-defined, ad-hoc reporting

7. Please describe the documentation available to the City, addressing the following:
- a. What documentation will you provide? Please list and delineate between technical (i.e., technical manuals) and non-technical (i.e., user guides) documentation.
 - i. In what media formats can it be provided?
 - ii. How is it organized – by module, by functionality? Please describe.
 - b. Can this documentation be augmented with City-specific procedures? If there is additional cost or effort to do so, please specify.
 - c. Is the documentation current with the most recent release?
 - d. How is the release of updated documentation coordinated and distributed as it relates to the release of software upgrades?
 - e. Will the City be allowed to duplicate and distribute user and technical manuals for the solution?
 - f. Do you provide an on-line user facility which encompasses the following topics?
 - i. Documentation of procedures for software applications
 - ii. Intuitive web functionality that will prompt the user to search for, find and access the procedure/process in question
 - iii. Updated, on-line documentation reflective of the latest version or release
 - iv. On-line functionality enabling users to ask process related questions and receive answers
8. Please indicate the following about the data available to the City:
- a. Are the data models and process models available to the City for reference?
 - b. Is configuration management methodology documented and available to the City?
 - c. Are software revision methodology and controls documented and available to the City?
 - d. Is a disaster recovery plan in place for your company, documented and available to the City?

B. Technology

Please provide answers to the following questions about the technology that relates to your proposed solution.

- 1. What kind of hardware does the solution run on?
- 2. What kind of database does the solution run on?
- 3. What kind of software does the solution run on?
- 4. How are backups performed?

5. How is security built in to the system?
6. How is data recovery performed?
7. What is the history regarding security breaches?
8. How is the solution architected to prevent security breaches?
9. What external or multifactor user authentication are supported? (Active directory, Ldap, others)

C. Interfaces

The business requirements specify several required and desired interfaces, please answer the following:

1. How are Application Programming Interfaces (API) interfaces created?
2. What standards are adhered to?
3. Do your API's include data validation, error trapping and exception reports to facilitate correction and subsequent successful data transfer?
4. Do your API's include options for users to approve before the update is committed to the database?
5. Do you support integration with legacy systems during implementation of new modules?
6. Provide detail on how existing Systems will interface with your solution.

D. Implementation

The implementation of the proposed solution should consider that the City may require 200 full time employees to use and/or access the new solution to some degree.

1. Propose a phased implementation plan for installation of the software solution.
2. Propose an estimated duration and timeline for installation of each phase and/or module. Please overlay the timeline with the implementation plan identified above.
3. Indicate the Project Manager for each phase of implementation.
4. Propose data conversion costs and timelines.
5. Include and highlight any requirements / activities that will be the responsibility of the City during the implementation.
6. Describe your approach towards project management and governance for the implementation.

E. Training

1. Describe the training process for key City personnel to effectively maintain the proposed software solution. The training must include technical training for IT staff and consultants that covers topics such as installation, configuration, and maintenance of the proposed solution.
2. Describe the training process for all end-users.

Section Six – Staff Information Form

Project Manger: _____

Name:_____

Title/Role: _____

E-mail Address: : _____

Telephone Number:_____

Licenses/Certifications:_____

Similar Project Experience:_____

Years of Experience: _____

Other Key Personnel

Name:_____

Title/Role: _____

E-mail Address: : _____

Telephone Number:_____

Licenses/Certifications:_____

Similar Project Experience:_____

Years of Experience: _____

Other Key Personnel

Name:_____

Title/Role: _____

E-mail Address: : _____

Telephone Number:_____

Licenses/Certifications:_____

Similar Project Experience:_____

Years of Experience: _____

Other Key Personnel

Name:_____

Title/Role: _____

E-mail Address: : _____

Telephone Number:_____

Licenses/Certifications:_____

Similar Project Experience:_____

Years of Experience: _____

Other Key Personnel

Name:_____

Title/Role: _____

E-mail Address: : _____

Telephone Number:_____

Licenses/Certifications:_____

Similar Project Experience:_____

Years of Experience: _____

Other Key Personnel

Name:_____

Title/Role: _____

E-mail Address: : _____

Telephone Number:_____

Licenses/Certifications:_____

Similar Project Experience:_____

Years of Experience: _____

Section Seven – Company Information and Pricing Form

Company Name: _____

Nearest Support Location: _____

How many years have you been in business? _____

How many years have you been serving the public sector? _____

The City desires the ability to compare pricing simply. Proposers are directed to utilize the cost table in this section to provide milestone pricing for the proposed solution. A supplemental pricing information proposal appendix must be provided. The supplemental information must be itemized.

The component names should be clear and understandable, not a code or acronym. The discounted price must be the actual cost the City will pay for the component, not a list price with a summary discount at the end. Total installed price equals the quantity times the discounted price.

Every vendor must document the complete costs for licensing, installation, training and ongoing support of their proposed systems. The City reserves the right to contact vendors for cost and scope clarification at any time during the selection and negotiation process.

The City realizes costs are based on some assumptions and pledges to work with all vendors during the negotiation process to arrive at a fair and equitable agreement. Vendors are welcome to provide documentation about any assumptions made during the creation of the pricing within the supplemental information. For example, conversion fees may be based on a certain number of data files or on the complexity of converting the data.

The pricing quoted must include all activities necessary for a complete, turn-key system, including, but not limited to: Complete installation of all system components and software; complete programming of all system components and software; complete testing of all system components and software prior to system cutover, including QOS testing; fully training all staff; any legacy data migration; annual support; and cost detail for any non-standard features and optional items as detailed in the system specifications.

All quoted prices shall include shipping and be designated Free on Board. City of Iowa City, City Hall, 410 E Washington St, Iowa City, Iowa 52240.

The City of Iowa City will not be required to purchase all the equipment listed below.

Name of System Proposed: _____

Task	Cost
Project Management	
Development of Implementation Plan	
Cartegraph Data Conversion	
Solution Implementation and Integration	
Testing and Training	
Travel / Per Diem	
5-year Support Contract	
Total Cost	

Supplemental Pricing Information

Supplemental pricing information may be included as a proposal appendix.

Exceptions, Deviations or other Agreements

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

Prohibited Interest

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

Liens or Unsatisfied Judgments

List any and all liens or unsatisfied judgments presently existing against your firm in the space provided below. If your firm has no liens or unsatisfied judgments, you must state this also.

City of Iowa City Wage Theft Policy

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

Voluntary Demographic Information

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

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

Name: _____

Phone Number: _____

E-mail Address: _____

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

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

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

No ink stamps will be accepted. The information below must be legibly typed or handwritten.

Company Name: _____

Address: _____

City/State/Zip: _____

Name of Representative: _____

Signature of Representative: _____

Title of Authorized Representative: _____

Phone Number: _____

E-Mail Address: _____

Date Signed: _____

Addenda Form

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____

Section Eight – References and Reference Projects Form

Provide a minimum of three (3) reference projects

Reference Organization's Name: _____

Contact Name: _____

Contact Phone Number: _____

Number of years servicing this account: _____

Scope of Services Provided: _____

Cost of Project: _____

Number of Change Orders: _____

How long did it take to implement the project? _____

Reference Organization's Name: _____

Contact Name: _____

Contact Phone Number: _____

Number of years servicing this account: _____

Scope of Services Provided: _____

Cost of Project: _____

Number of Change Orders: _____

How long did it take to implement the project? _____

Reference Organization's Name: _____

Contact Name: _____

Contact Phone Number: _____

Number of years servicing this account: _____

Scope of Services Provided: _____

Cost of Project: _____

Number of Change Orders: _____

How long did it take to implement the project? _____

Provide a minimum of three (3) references

Reference Organization's Name: _____

Reference Name: _____

Title: _____

Phone Number: _____

E-mail: _____

Reference Organization's Name: _____

Reference Name: _____

Title: _____

Phone Number: _____

E-mail: _____

Reference Organization's Name: _____

Reference Name: _____

Title: _____

Phone Number: _____

E-mail: _____

Reference Organization's Name: _____

Reference Name: _____

Title: _____

Phone Number: _____

E-mail: _____

Section Nine – City of Iowa City Wage Theft Policy

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

1. **Application.** The Wage Theft Policy applies to the following:
 - a. Contracts in excess of \$25,000 for goods, services or public improvements.
 - b. Contracts for discretionary economic development assistance. “Discretionary” economic development assistance shall mean any economic development assistance provided by the City of Iowa City that is not required by law.
2. **Exceptions.** The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City’s purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.
3. **Affidavit.** The contracting entity must complete the attached affidavit showing compliance with the Wage Theft Policy and submit it along with the request for bid or request for proposal required documents.

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

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

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

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

Wage Theft Affidavit

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

1. I am the _____ (position) of _____ (“contracting entity”) and have the authority to execute this affidavit on behalf of said contracting entity and any person or entity with an ownership interest in said contracting entity of more than 25%.
2. Neither _____ (contracting entity) nor any person or entity with an ownership interest of more than 25% of said contracting entity has been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection Law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages in the last 5 years.

Signature

Section Ten – Contract Compliance

City of Iowa City Contract Compliance Document **(To be completed by awarded vendor only)**

General Policy Statement

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

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

Provisions:

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

Suggested steps to assure Equal Employment Opportunities

1. Company Policy

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

recruitment sources and subcontractors, personal contacts, employee meetings, web page postings, employee handbooks, and advertising.

2. Equal Employment Opportunity Officer

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

3. Instruct Staff

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

4. Recruitment

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

Below for your information is a copy of Section 2-3-1 of the Iowa City Code of Ordinances which prohibits certain discriminatory practices in employment as well as a sample policy. Please note that the protected characteristics include some not mandated for protection by Federal or State law. As a

contractor, consultant or vendor doing business with the City of Iowa City you are required to abide by the provisions of the local ordinance in conjunction with your performance under a contract with the City.

2-3-1: Employment; Exceptions:

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

instructional personnel or an administrative officer, serving in a supervisory capacity of a bona fide religious educational facility or religious institution shall be presumed to be a bona fide occupational qualification. (Ord. 94-3647, 11-8-1994)

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

Sample: Equal Employment Opportunity Policy

To all employees of _____

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

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

The Equal Employment Opportunity Officer for _____ is:

Name: _____

Address: _____

Telephone Number: _____

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

Assurance of Compliance

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

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

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

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

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

Where is this statement posted?

4. Print the name, telephone number, email and address of your business' Equal Employment Opportunity Officer?

Name: _____

Phone Number: _____

Email: _____

Address: _____

5. The undersigned agrees to display, in conspicuous places at the work site, all posters required by federal and state law for the duration of the contract. NOTE: The City can 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?

The above responses to questions 1 through 6 are true and correctly reflect our Equal Employment Opportunity policies.

Business Name

Phone Number

Signature

Title

Print Name

Date