

**DATE:** October 15, 2015

**REQUEST FOR PROPOSAL: #16-29, JANITORIAL PRODUCTS AND SUPPLIES FOR THE CITY OF IOWA CITY**

**NOTICE TO PROPOSERS:** Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

**ADDRESS PROPOSALS TO:**

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



**CITY OF IOWA CITY**

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

on or before the due date and local time specified below. Proposals shall be in a **sealed** envelope or container and clearly marked on the front "**Request for Proposal for Janitorial Products and Supplies for the City of Iowa City, RFP #16-29.**"

**FAXED OR E-MAILED proposals will not be accepted.**

**QUESTIONS:** All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative. In order to receive a response they must be in written form and be submitted via e-mail no later than **October 29, 2015, 5:00 p.m. (CST).**

June Nasby, Buyer II  
[june-nasby@iowa-city.org](mailto:june-nasby@iowa-city.org)  
(319) 356-5076

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

**PROPOSALS ARE DUE NO LATER THAN: November 10, 2015, 2:30 p.m. (Central Time),** Proposer shall submit five (5) printed copies of their proposal. One (1) original marked "**ORIGINAL,**" and four (4) copies marked "**COPY 1,**" and "**COPY 2,**" "**COPY 3,**" and "**COPY 4**" (each copy shall be complete with all supporting documentation).

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

**BONDS AND INSURANCE:** Insurance is required, as specified in Section III B.  
No bid security or performance bond is required.

**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.

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## **SECTION I. PROPOSAL REQUIREMENTS CHECKLIST**

### **DOCUMENTS REQUIRED TO BE SUBMITTED WITH THIS PROPOSAL**

**Please review the following checklist to make sure the documents are included in five (5) printed copies of their proposal. One (1) original marked “ORIGINAL,” and four (4) copies marked “COPY 1”, and “COPY 2”, “COPY 3”, and “COPY 4” (each copy shall be complete with all supporting documentation).**

*The required documents must be organized in the submitted proposal as they are listed below.*

#### **Section One: Title Page**

Provide the title of the Proposal being submitted, the RFP number, submittal date, and the name and logo of the company or companies submitting the Proposal.

#### **Section Two: Cover Letter**

Each proposer is to include with its Proposal a cover letter on the Proposer’s letterhead stating the Proposer has read, understands and agrees with all terms and conditions, and acknowledges any addendums as laid out in this RFP. The cover letter must also certify that the financial details in your Proposal will remain valid until 90 days from the date of Proposal submission.

#### **Section Three: Company History/Executive Summary**

This should describe the capability of your company to perform the specific tasks outlined in this RFP. Also include a discussion on the corporate history, general description of the company, number of employees, employee retention rate over the past three years, number and location of offices, number of years in business. Proposer should provide a complete description of the years of experience and qualifications to providing janitorial products and supplies.

#### **Section Four: Janitorial Products and Supply Questionnaire**

Completed Janitorial Products and Supply Questionnaire (Section IV.)

#### **Section Five: References**

A list of three (3) previous clients of similar size, service area, and nature, with whom the respondent has provided similar services. Include name of company, contact person, address and phone number of contact person.

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

#### **Section Six: Prohibited Interest**

The company 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 submitted proposal (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).**

#### **Section Seven: Exceptions or Deviations**

Any Exceptions or Deviations that your company may have to this Request for Proposal document must be stated. If your company has no exceptions or deviations, please clarify that there are “No Exceptions.” If you state no exceptions, you may not add your company’s terms and conditions or any other unsolicited documents to your submitted proposal.

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

***Concise Proposals: The City of Iowa City discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The City of Iowa City's interest is in the quality and responsiveness of the proposal.***

## **SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL**

### **A. SCOPE:**

The City of Iowa City is seeking firm pricing from a qualified vendor (authorized distributor) to supply and deliver janitorial products and supplies to various City departments and divisions on an “as needed” basis per the terms, conditions, and specifications provided herein.

The City of Iowa City will only accept environmentally green cleaning janitorial products that are environmentally friendly. The Federal Government’s Executive Order 13101 (“Greening the Government...”) executed in 1998, defined “environmentally preferable” products and services as those that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Products must be user friendly, safe to use, and pose no harm to anyone.

Those products submitted must meet the LEED-EB standards and be certified by them as a Green product to be accepted.

The Vendors must also provide hands on training, and demonstrate their chemicals and cleaning products to our employees twice a year. Support and technical advice must be provided for all cleaning products.

### **B. BACKGROUND:**

The City of Iowa City operates a decentralized janitorial products and supply ordering system in which individual City departments and divisions place orders as needed.

Orders are placed and the office supply provider delivers supplies to the **specific physical location of the department/division placing the order.**

The City of Iowa City has no obligation to buy a guaranteed amount of janitorial products and supplies as a result of this contract.

### **C. SPECIFICATIONS**

#### **Multi-Purpose All-In-One Cleaner**

- Green Sealed
- Water Soluable
- Concentrate
- Grout Safe
- Multi-purpose cleaner, degreaser, and sanitizer
- Virucide-HBV hydrogen peroxide base cleaner

#### **Non-Ammoniated Glass Cleaner**

- Green Sealed (Environmentally preferred product based on its reduced human and aquatic toxicity and reduced smog production potential.)
- 1.5 RDT liter
- J-fill green window cleaner
- Cleans glass mirror, sinks, countertops, stainless steel and other washable surfaces
- No ammonia odor
- Non-streaking
- Non-smearing
- Quick drying formula

**Citrus Scented Neutral Cleaner**

- Green Sealed (Environmentally preferred products based on its reduced human and aquatic toxicity and reduced smog production potential.)
- For daily use on floors, walls, restrooms and other washable surfaces
- Non-alkaline formula
- Neutral pH
- Low-foaming formula
- Concentrated formula
- 1/5 5L RTDfill unit 32 ounces
- 2.5 J-fill cartridge
- 1 gallon container

**Bathroom Cleaner and Scale Remover**

- Green Sealed (Environmentally preferred products based on its reduced human and aquatic toxicity and reduced smog production potential.)
- 2/2.5 Liter
- J-fill
- Mild acidic cleaner developed for removal and prevention of soap scum and hard water deposits on bathroom fixtures, tiles, shower doors, and any other washable surface.

**Multi-Surface Cleaner**

- Green Sealed (Environmentally preferred products based on its reduced human and aquatic toxicity and reduced smog production potential.)
- Cleans all water washable surfaces
- 2/2.5 Liter
- J-fill

**Multi-Surface Use Solution**

- Green Sealed (Environmentally preferred products based on its reduced human and aquatic toxicity and reduced smog production potential.)

**One-Step Disinfectant Cleaner and Deodorant**

- One step quaternary disinfectant cleaner and deodorant to clean and disinfect hard surfaces.
- Neutral to floor finish so it will not dull, pit or soften floor finishes.
- Kills organisms that cause odors and works as an odor counteractant to further eliminate odors not associated with bacteria.
- Meets OSHA's Bloodborne Pathogen Regulations
- J-fill
- Ready to use
- To use with dispensing system only
- 1.5 Liter

**Dispensing Units**

Provided to The City of Iowa City free of charge. Vendor must install and repair system. These machines must be used for Green Cleaner only in concentrated form only. Vendor must provide training for chemical usage and dispensers.

**D. TERM OF CONTRACT:**

1. The initial term of this contract shall commence on the date stated on the Purchase Order and end on March 31, 2019. No price escalation will be allowed during the original term of this contract. The City and the vendor may renew the original contract for two (2) additional one-year time periods by mutual agreement.

2. Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Agent sixty (60) days prior to contract start date. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract.
3. Notice of intent to renew will be given to the vendor in writing, sixty (60) calendar days prior to the expiration date of the current contract. This notice will not be deemed to commit the City of Iowa City to a contract renewal.

**E. PROPOSAL REQUIREMENTS:**

1. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated.
2. Vendors are required to meet all qualifications and specifications of this Request for Proposal in order to be considered for award. If a vendor does not clearly demonstrate and provide documentation substantiating that they are compliant with the qualifications and specifications of this Request for Proposal, they may be disqualified.
3. The vendor is responsible for all costs related to the preparation of this Proposal.
4. The format of the vendor's proposal must be consistent with the format of the specifications listed.
5. Proposed pricing shall be firm from the beginning date of the signed purchase order. During the initial term of the contract no price escalation will be allowed.
6. All prices/discounts shall be F.O.B. destination. The title and all risk of loss of the goods shall remain with the vendor until the goods are received and accepted by the City. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.
7. The City is not responsible for the vendor's failure to provide information and pricing on required items. The submitted pricing must include all of the costs required to supply the goods included in this contract. Any costs not included in the vendor's submitted proposal that are required to provide the specified products, will be the responsibility of the awarded vendor. These costs include, but are not limited to, labor, materials, shipping, handling, traveling (lodging and transportation) etc.
8. Vendor may be required to furnish samples of items quoted. Any items(s) requested shall be furnished at no cost to the City of Iowa City within two (2) working days of request. The City may retain awarded vendor's samples until delivery of contracted commodities and/or service has been completed and accepted. Vendors shall remove samples as soon as possible after award. The City shall not be responsible for such samples if not removed by the vendor within thirty (30) calendar days after the award has been made.
9. Responses may be rejected if the vendor fails to perform any of the following:
  - a.) To adhere to one or more of the provisions established in this Request for Proposal
  - b.) To demonstrate competence, experience, and ability to provide the 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 on-site demonstration and/or oral presentation at no cost to the City
  - e.) To respond to a written request for clarification or additional information

**F. PRODUCT GUARANTEE AND DELIVERY**

1. No guarantee of the actual quantity requirements is implied or expressed by this solicitation. Requirements shall be based on actual need.
2. The City of Iowa City requires that the awarded vendor accept orders daily until 5:00 p.m. local time, for delivery the next working day between the hours of 8:30 a.m. to 2:00 p.m. Central Time on weekdays only. No deliveries will be accepted on Saturdays, Sundays or holidays, unless otherwise authorized.
3. Orders must be received within forty-eight (48) business hours unless approved by department regarding any provisions.
4. The Vendor must provide new and unused, high quality products.
5. There shall be no minimum amount per order for the delivery of janitorial products and supplies and no additional fees added to orders due to the quantity or dollar amount of the order.
6. Vendor is required to provide notice of any and all shortages at the time the order is placed.
7. An up-to-date Material Safety Data Sheet must be provided with each product ordered and sample product provided. All products must be labeled in accordance with O.S.H.A. regulations.
8. Vendor will comply with all applicable OSHA regulations.
9. The Vendor must provide a designated person(s) to administer this contract and assist with ordering and delivery issues. The Vendor's representative selected to administer this contract must contact the Purchasing Agent or designated Buyer at **least once a month** to discuss the current status of janitorial products, supplies and delivery.
10. The Vendor's response time must be no more than four (4) hours for customer inquiries.
11. The Vendor must provide a phone number for customer inquiries regarding order status and a help line for customers trying to make requests.
12. The Vendor will provide spray bottles and pumps for their products at no charge. MSD stickers for the spray bottles will also be provided at no charge.
13. The Vendor will provide up to 50 dispensers per facility and keys for each type of product at no charge. Vendor will be responsible for removing the existing dispensers and install the new dispensers.
14. All dispensers must meet ADA installation requirements.
15. If Vendor cannot provide specific product needed, the City of Iowa City has the right to procure the items from another source.

**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 vendor to the terms and conditions of the Request for Proposal.

3. The City reserves the right to award the contract to more than one vendor.
4. The City is in no way restricted from procuring the products specified in this Request for Proposal from other vendors as needed.
5. It is the City’s intent to make an award within Sixty (60) working days of the proposal due date.
6. Award, if made, will be in accordance with the terms and conditions herein.
7. Award, if made, shall be in the form of an award letter.
8. Consideration may be given to, but not limited to, proposed pricing, past experience and working relationship with the City, references, availability of the products/delivery time, delivery methods, and warranty/guarantee of the products.
9. Vendors may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.
10. The awarded vendor will be given the City’s contract compliance document to complete and return prior to the issuance of the Purchase Order if the value of the contract is \$25,000 or more.
11. The awarded vendor will be required to submit a certificate of insurance prior to the issuance of the Purchase Order. The certificate of insurance shall include the following items:
  - The City of Iowa City as additional insured
  - Project Request for Proposal number and project title as the description
  - Insurance carriers will be rated as A or better by A.M. Best

**H. EVALUATION PROCESS:**

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the bidder to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the bidder. The evaluation process shall be based on a 150 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City.

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

**Phase 1**

It is required that proposers receive a minimum of 80 points during phase 1 of the evaluation process in order to be selected for Phase 2 and considered for this award. Categories have been identified for Phase 1 of the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City’s specifications. The following table lists the maximum points associated with each category.

<u>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Customer Service	40
<ul style="list-style-type: none"> <li>• Account Representative(s)</li> <li>• Previous Experience with the City and other Customers</li> <li>• Company History</li> </ul>	

Products and Delivery	30
• Delivery Capabilities	
• Janitorial Supplies Selection	
Pricing Structure	<u>30</u>
• Discounts	
<b>Total</b>	<b>100</b>

**Phase 2**

During Phase 2 of the evaluation process vendors will be selected to perform an on-site (location: City of Iowa City) presentation. The vendors selected to participate in Phase 2 will be notified by the Purchasing Division. Upon notification vendors will receive instructions regarding Phase 2 of the Request for Proposal. All costs associated with the on-site presentation and demonstration, including travel expenses, will be the responsibility of the vendor.

Company Presentation	50
• Possible Company Website capabilities	
• Functionality	
• Training	

**The above conditions and instructions clarify this specific proposal document, but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS (Section III).**

**SECTION III**  
**CITY OF IOWA CITY – PURCHASING DIVISION**  
**GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

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

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

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

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

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

**A. CONDITIONS FOR PROPOSING**

1. **NO CONTACT POLICY.** 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.
2. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office  
City of Iowa City  
410 E. Washington St., RM 140  
Iowa City, Iowa 52240-1826

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

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

5. RECEIPT OF PROPOSALS. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.
6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. TRADE SECRETS OR PROPRIETY INFORMATION. The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.
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 EEO policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors 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.

## **B. BONDS AND INSURANCE**

1. 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.

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. **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 \$1M)

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

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
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Fidelity Bond (minimum)	\$ 50,000	
Formal Project Specs: Class II (over \$1M)		
Type of Coverage	Each	Aggregate
a. Comprehensive General Liability	Occurrence	
(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

**C. SPECIFICATIONS**

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

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

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

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

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website: <http://www.icgov.org/default/apps/equipment/commodities.asp>

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 website to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding

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

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

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

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 copyright or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
  - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.
12. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.
  13. CHOICE OF LAW AND FORUM. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the

proceeding shall be in the Iowa District Court in and for Johnson County, Iowa City, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation immunity in State or Federal court, which may be available to the 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:  
Purchasing Division  
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 IV. JANITORIAL PRODUCTS AND SUPPLY QUESTIONNAIRE**

All questions must be answered in detail and the information given must be clear and comprehensive. Include question followed by the answer. Additional information may also be submitted if so desired. ***To receive the questions in Word format contact [june-nasby@iowa-city.org](mailto:june-nasby@iowa-city.org).***

### **Customer Service and Company History**

1. Has your company had a contract terminated for default during the past five years? If the organization has, submit full details surrounding the termination, including the nature of the default and the terminating party's name, address and telephone number.
2. Explain your company's customer service policy, including the attention that your company devotes to individual accounts? The City of Iowa City requires that your company designate one representative to service their account, and to meet with their designated City representatives. Include both experience and qualifications of the designated Account Representative(s). List the responsibilities of each Account Representative(s).
3. What is your company's policy regarding unsatisfactory commodities or service? Do you have a customer satisfaction policy? Explain your policy.

### **Products and Delivery**

1. Does your company have a partnership with other janitorial supply/equipment companies? How many brands and types of products does your company offer? How many different suppliers? What is the availability of non-stock items? If an item is not available through your catalog or website are there other options?
2. Explain your company's procedures for items that are on backorder; how would your company accommodate a customer if the item that they ordered is on backorder.
3. Do you offer reporting capabilities to your clients? What types of reports are available? What type of information can you provide to your customers from the reports?
4. What ordering processes are made available for your customers?
5. What options are available to a customer that has an emergency need for a janitorial supply item?
6. How much inventory is in your warehouse in case of an emergency?

### **Company Web Site Capabilities and Functionality (if applicable)**

1. The City of Iowa City is interested in placing orders for supplies, products, and equipment online. Is your company currently offering this service?
2. Discuss the functionality and features of your website and ordering system (i.e. tracking of orders, reporting capabilities, selecting products from a catalog, etc.). Provide examples.
3. Does your ordering site: Offer past order history records and how many months are available? Can your website block certain items or types of items?
4. Does your website have an electronic support system besides customer service to assist the customer?

### **Pricing Structure and Discounts**

1. Explain your company's pricing structure and discount policy.

2. If an employee from the City of Iowa City drops into your local stores, instead of purchasing using the website, what kind of a discount will they receive?
3. At any time during the janitorial products and supplies contract would your company be able to match the prices charged by competitors?

**SECTION VI. COMPANY INFORMATION AND SIGNATURE FORM**

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. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City of Iowa City, the City's Request for Proposal shall prevail.

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

**AUTHORIZED SIGNATURE**

**Company Name:** \_\_\_\_\_

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

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

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

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

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

**Designated Signature:** \_\_\_\_\_

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

**Addenda Form**

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____