



CITY OF IOWA CITY

410 East Washington Street  
Iowa City, Iowa 52240-1826  
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(319) 356-5009 FAX  
[www.icgov.org](http://www.icgov.org)

**Date:** June 21, 2021

**Request for Proposal: #22-25**, Janitorial Services for the City of Iowa City  
Transportation Services Department

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

Due to public health concerns surrounding COVID-19, proposals *may be mailed or submitted electronically by email*. Either way the proposal is submitted, each proposal 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 three (3) printed copies of the proposal. Proposals must be sealed and clearly marked on the outside of your mailing envelope or container "Janitorial Services for the City of Iowa City Transportation Services Department, **Request for Proposal #22-25**". Proposals must be received by the City Clerk's office **by 2:30 p.m. (local time) on July 6, 2021.**

**If the proposal is emailed**, it must be received by [christine-weinard@iowa-city.org](mailto:christine-weinard@iowa-city.org) **by 2:30 p.m. (local time) on July 6, 2021.** Vendors must email one (1) copy of the proposal. Proposals must have "RFP #22-25" 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 at the Transportation Department offices located at 335 E. Iowa Ave., Iowa City, IA. **The conference will be held on June 28, 2021 at 10:00 A.M. Central Time.** All interested Proposers **are encouraged** to attend the Pre-Submission Conference to assist in providing a responsive proposal to be considered for award. The Pre-Submission Conference will provide each contractor with an opportunity to discuss the City's requirements, to discuss the specifications related to the project, and to ask questions that pertain to this Request for Proposal.

**Questions:** All questions and clarifications regarding this Request for Proposal will be accepted until June 30, 2021, **noon (local time)** by e-mailing the following City representative. **All questions must be in writing in order to receive a response.** If questions arise that make an addendum necessary, the addendum will be posted on the City of Iowa City website [www.icgov.org](http://www.icgov.org).

Purchasing  
Christine Weinard, Buyer II  
[BuyerII@Iowa-City.org](mailto:BuyerII@Iowa-City.org)  
(319) 356-5079

**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, 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.

**INSURANCE:** Insurance is required for this Request for Proposal, as specified in Section Four, Item A.

**Index:**

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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 must be readable and specific content must be organized in the submitted proposal as they are listed below. Microsoft Word copies of Section Six may be provided to the proposer upon request to the Purchasing Representative.

**Review the following checklist to make sure the contents listed below are included in all three (3) copies of your company’s proposal.**

**Section A - Proposal Summary**

\_\_\_\_\_ A letter summarizing the proposer’s proposal. The letter must be signed by an officer of the proposer or a designated agent empowered to bind the firm in the contract offer.

**Section B – Narrative Statement**

\_\_\_\_\_ In order to determine a proposer’s qualifications, include a detailed narrative statement listing comparable contracts which they have performed during the last two (2) years, together with a general history of their operating organization.

**Section C - References**

\_\_\_\_\_ Provide a minimum of three (3) references from past and/or present municipal clients for contracts similar in scope to this contract including the agency’s name, the name of the contact person, email address, phone number and the number of years servicing the account of each reference. **(Must use the form provided in Section Five. No other form will be accepted).**

**Section D – Questionnaire Form**

\_\_\_\_\_ Complete the Questionnaire form in Section Six. Microsoft Word copies may be provided upon a request to the Purchasing Representative. **(Must use the form provided in Section Six. No other form will be accepted).**

**Section E – Wage Theft Policy**

\_\_\_\_\_ After review of the City’s Wage Theft Policy, the Wage Theft Affidavit must be completed, and included in the submitted proposal. **(Must use the form provided in Section Seven. No other form will be accepted).**

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

\_\_\_\_\_ A completed and signed Pricing and Company Information Form. 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, material, labor, travel, delivery and shipping fees. **This form must be typed or legibly handwritten. (Must use the form provided in Section Nine. 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 requesting proposals for janitorial services at the City of Iowa City Transportation Services Department for the following locations:

1. Capitol Street Parking Facility (220 S Capitol Street)
2. Dubuque Street Parking Facility (220 S Dubuque Street)
3. Chauncey Swan Parking Facility (415 E Washington Street)
4. Tower Place Parking Facility (335 Iowa Ave)
5. Court Street Transportation Center (150 E Court Street)
6. Harrison Street Parking Facility (175 E Harrison Street)
7. Transit Interchange (21 E Washington Street)
8. Transit Building (1200 S Riverside Drive)
9. Downtown Iowa City Ped Mall (including 100 through 300 East Market Street and 100 through 200 North Linn St)

The work consists of providing janitorial services inclusive of labor, equipment, materials, and supplies to clean the facilities in accordance with the tasks and frequencies for the performance of the projected work. Areas that will be included are: Six (6) parking facilities, the Transit office building, a Transit Interchange Office, and the downtown Iowa City Pedestrian Mall (including the North Linn and East Market Street area); this includes but is not limited to stair towers, entrances, lobby elevators, break areas, restrooms, conference room, private offices and parking ramp decks.

The Contractor must thoroughly complete each task in a professional, workmanlike manner, and must use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public must be paramount.

**B. Period of Contract:**

1. The initial term of this contract shall be for three (3) years beginning September 1, 2021 through August 31, 2024. No price escalation will be allowed during the original term of this contract.
2. This contract may be renewed for one (1) additional three (3) year term upon mutual consent of the City and the successful proposer. Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Representative ninety (90) days prior to contract start date. Documentation for price increases must include, but not be limited to, actual material invoices, copies of commercial price lists, provision of appropriate price indices, etc., which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract.

**C. Vendor Qualifications:**

1. Proposers must demonstrate they have the resources and capability to provide janitorial service with in-house staff as described herein.
2. Proposers must demonstrate they have been in business providing similar service for at least the last three (3) years or have proven themselves to the City of Iowa City.
3. Proposals will be considered only from responsible organizations or individuals now or recently engaged in the performance of building janitorial service contracts comparable to those described herein.

**D. Contract Specifications and Requirements:**

1. The Contractor must provide all labor, consumables, and equipment necessary for cleaning services, except as otherwise specified hereinafter. Tasks must be performed with nothing but the highest of standards at no less than the frequencies set forth herein.
2. All services provided, and materials used, must be in accordance with acceptable industry standards. Products used must be environmentally safe, used in accordance with product directions and be subject to approval by the City Representative(s). The Contractor must provide safety data sheets (SDS) for all products to the City Representative(s) upon request.
3. The Contractor must be responsible for ensuring that all reasonable precautions are taken to protect furnishings, fixtures, equipment, computers, telephones, copying machines, flooring, window coverings, carpeting, telecommunications and electrical equipment and cables, and all other physical objects in facilities being cleaned. Upon verification by the City Representative(s) of causes and costs of damage, Contractor must pay City for said damage.
4. The Contractor must furnish all supplies necessary for the performance of the contract, at no cost to City, including all trash receptacle liners, paper towels, toilet paper, hand soap, and all related dispensers, chemicals, cleaning agents, floor stripper, floor sealer and finish, carpet shampoo and spotting agents, furniture cleaner and polish, chrome or other metal polish, graffiti remover, and other cleaning related supplies. All cleaning agents, finishes, and polishes are subject to review and approval by the City Representative(s).
5. The Contractor is responsible for supplying all paper goods, soaps, cleaners, etc., currently in use in the building bathrooms, etc. or equivalent substitutions approved by the City Representative(s).
6. The Contractor must be responsible for refilling or restocking dispensers. The Contractor must also ensure proper distribution and monitoring of these materials/supplies so as to prevent waste, theft or other abuse.
7. The City Representative(s) must identify and authorize the Contractor to use a designated area for storage as needed. If the designated area is shared with the City, the Contractor must clearly identify materials and supplies belonging to the Contractor. The City shall provide, if possible and available, a locked storage area.
8. All necessary cleaning equipment including power drive floor scrubbing machines, back pack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc. needed for the performance of the work of this contract must be furnished by the Contractor. Such equipment will be of the size and type customarily used in work of this kind and no equipment can be used which is harmful to the buildings or their contents.
9. Electrical power (110) volts will be furnished by the City of Iowa City at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of their work. The Contractor must be responsible for any damage caused to the electrical outlets and their covers caused by the improper disconnection of equipment. Hot and cold water will also be made available as necessary for cleaning.
10. Adequate paper supplies and hand soap must be stored in locked housekeeping closets. Designated City Representative(s) will have keys to these closets in the event supplies become short during the day and need replenishment.
11. The Contractor must provide a method(s) to enable the City to contact a representative of the Contractor, to take necessary action regarding inquiries, and complaints.
12. The Contractor must verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors.
13. The Contractor must use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number.

14. At the discretion of the City, monthly meetings between the Contractor and the City Representative(s) may be scheduled to determine progress and address any changes in schedules, problem areas, etc.
15. The Contractor must not interfere with the public use of the sites and must conduct its operations as to offer the least possible obstruction and inconvenience to City employees and the public or disruption to the peace and quiet of the area within which the custodial services are performed.
16. Samples, if required, must be furnished at no cost to City on or before a date specified; if not destroyed in examination, they will be returned to Proposer, if requested, at the Proposer's expense. Each sample must be marked with Proposer's name and address, City request for proposal number. **Do Not Enclose in Or Attach Proposal to The Sample.**
17. Services specified in this Request for Proposal are given for the information of proposers. Services will depend upon requirements which develop during the contract period and may be changed anytime during the contract period.

**E. Occupational Safety and Health Administration Compliance:**

1. Safety Data Sheets - Contractor must furnish to the City Representative(s) copies of Safety Data Sheets (SDS), for all products used, prior to beginning service. Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's SDS must be provided to the City Representative(s), prior to the product being used.
2. The Safety Data Sheets must be in compliance with the Occupational Safety and Health Administration's Regulation 1910.1200, paragraph g.
3. Labeling of Hazardous Materials - Contractor must comply with the Occupational Safety and Health Administration's Regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers.
4. Caution Signs - Contractor must use caution signs as required by the Occupational Safety and Health Administration's Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site on commencement of the contract.
5. Occupational Safety and Health Administration's Guidelines of Blood Pathogens - Contractor must comply with the Occupational Safety and Health Administration's Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor is responsible for compliance on date of Contract acceptance and must provide proof to the City Representative (s) upon request.
6. Due to the nature of custodial work, proof of compliance with the Occupational Safety and Health Administration's Regulation 1920.1200, Hazard Communication, must be provided to the Contract Administrator upon commencement of this Contract.
7. Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules does permit the City to immediately terminate this Contract without liability.
8. The Contractor must purchase and issue all chemicals in their original containers. Materials that require precautionary warnings must have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this contract. Marking or labeling of materials

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containing hazardous or toxic substance or wastes must be in accordance with all Federal, State and City laws, ordinances, rules and regulations.

**F. Employees of the Contractor:**

1. Custodians must be employees of the Contractor; day laborers are not acceptable.
2. Custodians employed by the Contractor must be fully trained and skilled in safe and proper housekeeping techniques. The Contractor must provide sufficient documentation to demonstrate adequate training has been provided. Failure to do so may be ample cause for rejection of the proposal. The use of custodians who are not adequately trained may be sufficient grounds for termination of the contract. Emphasis should be placed on Handling Hazardous Materials (proper clean up of blood and body fluids).
3. The Contractor must obtain criminal, background checks on all contract personnel upon hire. The Contractor must inform the City Representative(s), in writing, of any criminal convictions of any type for contract personnel within five (5) days of obtaining the information. At the City's request, the Contractor must provide documentation of the background checks.
4. All employees must wear uniforms that bear the company name/logo. Uniforms must be approved by the City Representative(s) and must not be dirty, stained, or torn.
5. Identification badges must be furnished by the Contractor and worn by all Contractor's employees while on City premises. The badge must have the employee's picture, and name.
6. Access to the building must be as directed by the City Representative(s). Contractor will be supplied with a list containing point of contacts and corresponding phone numbers to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by the authorized City Representative(s). All doors must be locked on completion of cleaning.
7. Employees of the Contractor are not direct employees of the City of Iowa City and should not represent the City of Iowa City in any way to the public.
8. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee must be removed from all work under this contract. The City reserves the right to terminate the contract immediately under these circumstances.

**G. Proposal Requirements:**

1. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a vendor constitutes vendor acceptance of the terms and conditions herein, unless otherwise stated.
2. The format of the vendor's proposal must be consistent with Section One Submittal Package Checklist.
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. The City reserves the right to add similar items/services or delete items/services specified in the contract as requirement change during the course of the contract. Prices for items/services to be added to the Contract will be mutually agreed to by the City and the Contractor. A Contract amendment will be issued for each addition or deletion.

5. The City of Iowa City reserves the right for a presentation and/or demonstration of the proposed janitorial services from the Proposer; this request will be at no cost to the City.
6. Proposed pricing must specify Free On-Board Destination and include all shipping charges.
7. 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 To demonstrate competence, experience, and ability to provide the equipment and services described in this Request for Proposal
  - b. To submit a response on or before the deadline and complete all required forms
  - c. To fulfill a request for an oral presentation and/or demonstration
  - d. To respond to a written request for clarification or additional information
8. Proposers may be required to submit financial statements subsequent to the opening of the proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

**H. Contract Negotiations:**

1. 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.
2. Proposers are responsible to review all specifications, requirements, terms and conditions, insurance requirements, and other requirements herein.
3. 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.
4. 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.
5. 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 the Request for Proposal.
6. 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.
7. 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 will have exclusive property rights.

**I. Contract Award:**

1. The vendor's proposal must be complete to be considered for award.
2. The vendor must 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. Proposer will be responsible for any and all warranties issued by subcontractors.
3. The City reserves the right to conduct interviews with individual contractors to better assess the competency of the contract 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 must be without cost to the City.

4. 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.
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 a Contract Purchase Order, which may include the terms and conditions of the Request for Proposal, the Vendor's Proposal, and any additional submittals by the proposers that have been accepted by the City.
8. Any change to the contract must be approved in writing by the Purchasing Representative and the Contractor.
9. Consideration may be given to, but not limited to, the vendor's performance references, vendor's experience and expertise in the subject industry including number of current employees, the vendor's ability to comply with the requirements of this proposal, and pricing, City's perception of the vendor's understanding of the City's stated needs and specifications, as evidenced by vendor's proposal response.
10. 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 proposers(s).
11. 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
12. By submitting a proposal in response to this Request for Proposal, the proposer acknowledges that the proposal submitted will become public information after the contract is awarded.
13. Awarded vendor(s) will be required to complete the City's **Contract Compliance Document** for any contract that is valued at \$25,000 or more. The Contract Compliance Document must be completed and returned to the City before a purchase order is issued.
14. Awarded vendor(s) will be required to submit a current certificate of insurance before a purchase order is issued. The certificate of insurance must include the following items:
  - The City of Iowa City will be named as additional insured
  - Project proposal number and project title as the description
  - Insurance carriers will be rated as A or better by A.M. Best

**J. Work Site:**

1. The Contractor must at all times keep the adjacent areas of the property free from debris and the accumulation of any waste materials.
2. The Contractor must maintain a safe work environment at all times. Safety will be the sole responsibility of the Contractor. The Contractor must take all necessary precautions for the safety of the City's and Contractor's employees and the general public and must erect and

properly maintain at all times all necessary facility safeguards for the protection of the Contractor’s employees and the general public. If necessary, the Contractor must post signs warning against hazards in and around the work site.

3. The Contractor, in carrying the requirements of this contract, must employ methods or means that will not cause interruption of or interference with the work of any other Contractor or City personnel at the site. The Contractor’s work schedule and activities to complete this project must be coordinated with the City Representative(s).

**K. 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.

**L. 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.

**M. 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 vendor to provide any information requested in the Request for Proposal may result in disqualification of the proposal and must be the responsibility of the vendor. The evaluation process will be based on a 100-point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category will receive a point value within the specified range based on how well the proposal meets or exceeds the City’s requirements. The following table lists the maximum points associated with each category.

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City’s requirements and terms and conditions, pricing, installation schedule, and overall responsiveness to the Request for Proposal.

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

<u>Point Category</u>	<u>Assigned Points</u>
1. Pricing	40
2. Customer Satisfaction/Experience/References	35
4. Response to Section Six Questionnaire	<u>25</u>
<b>Total</b>	<b>100</b>

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

**Section Three – Cleaning Specifications**

**A. All Hard-Surfaced Floors, Stairs and Landings:**

The Contractor must first sweep floor with a treated dust-mop or vacuum to remove all dirt, dust, trash, particles, and other debris.

The Contractor must then wet mop the floor ensuring that all cleaning solutions have been mixed according to manufacturer's directions and are appropriate for the floor surface.

The Contractor must take the necessary precautions, including the display of "wet floor" signs; to ensure that facility users are advised of wet/slippery floors.

The Contractor must also clean handrails, window ledges and elevator window ledges, using a clean cloth and/or a sponge and cleaning solution, to remove all dust, dirt, cob webs, grease, oily film, fingerprints, stains, soils and other foreign substances.

The Contractor must clean and wax floors at the Transit Interchange in the Spring and Fall.

**B. Carpets and Floor Mats:**

The Contractor must first remove all paper, gum, rubber bands, staples, paper clips, and other debris from the carpet.

The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit from carpet. Chairs and trash receptacles must be moved to vacuum underneath, and then replaced in their original positions.

The Contractor must also spot clean the carpet to remove all spots, stains, gum, tar, and other foreign substances.

When spot cleaning carpet, the Contractor must use a spray foam product and a soft bristle brush to agitate the area; any dampness must be removed by blotting area with a clean soft cloth. The City Representative(s) must be notified if spot cleaning effort is not effective.

**C. Cleaning Walls and Wall Cabinets:**

The Contractor must spot clean walls including light switches and wall cabinets.

**D. Clean Doors, Frames and Accessories:**

The Contractor must clean doors including door glass, glass partitions, handles, kick plates, door frames and glass panels. The surfaces must be completely cleaned and dried and must present a uniform appearance free of all dirt, grime, smudges, stains, streaks, and foreign substances.

**E. Clean Ceiling Vents and Light Fixtures:**

The Contractor must dust, and spot clean the ceiling vents and light fixtures to remove all dirt, particles, and cobwebs. The Contractor must notify the City Representative(s) of burned out light bulbs and missing or damaged ceiling tiles.

**F. Clean Furnishings in the Public Lobby and Lounge Area:**

The Contractor must spot clean all furnishings (i.e., furniture) located in the Tower Place and Transit Facility lobbies. This includes desks, chairs, cabinets, display cabinets, counters, tables (not including coffee shop tables), and other furnishings, including legs and bases as is appropriate to type. Furnishings must be free of dust, particles, lint, litter, stains, smudges, fingerprints, gum, tar, grease, marks, streaks, and foreign substances. Items on top of the furnishings must not be disturbed during the cleaning procedure.

Hard surface (other than wood): The Contractor must use a sponge, clean cloth, and spray bottle of neutral detergent or glass cleaner to clean washable surfaces. Glass cleaner must be used on all glass surfaces. After cleaning, these surfaces must have a clean, uniform appearance, free from streaks, spots, and other evidence of removable soil.

Cloth: The Contractor must use a lightly treated dust cloth, tank vacuum with dusting attachment, or a combination thereof to clean surfaces. When spot cleaning cloth furnishings, the Contractor must use a spray foam product and a sponge to agitate the area; any dampness must be removed by blotting area with a clean soft cloth. The Contractor must notify the City Representative(s) if spot-cleaning effort is not effective.

The contractor must clean and disinfect telephones.

**G. Clean Ledges, Shelves, Windows, Window Sills and Other High Surfaces:**

The Contractor must dust ledges, window sills, blinds, air conditioner tops, shelves, and other high surfaces. These items must be free of dust, dirt, cobwebs, and other foreign substances.

The Contractor must dust and clean all window frames so that they are free of dust, dirt, grime, streaks, graffiti, and other foreign substances.

The Contractor must also clean windows to remove all smudges, fingerprints, marks, streaks, graffiti, or foreign substances discovered on interior windows.

**H. Empty and Clean Trash Receptacles:**

The Contractor must empty all trash receptacles. Liners must be replaced daily in all areas accessed by the public. Liners should be replaced in office receptacles as needed. Trash must be bagged before it is placed in the dumpster.

The interiors and exteriors of trash receptacles will be free of trash, liquids, gum, grease, and other foreign substances. Those trash receptacles which are found to contain liquids or other substances which could be the cause of odors must be washed out and dried before new liners are installed.

The Contractor must place the removed trash into the dumpster/container located in the exterior trash enclosure. No trash should be left on the ground around the enclosure, or on top of the enclosure.

**I. Restrooms/Locker Room:**

Clean and Disinfect Sinks, Toilets, Urinals, Exposed Plumbing, Shower – The Contractor must use a germicidal detergent, a clean sponge, abrasive pad, toilet bowl mop, clean cloth and cleanser to completely clean and disinfect all exposed surfaces of sinks, toilets, and urinals. The interior of toilets, toilet seats, and urinals must be scoured using a bowl mop. After cleaning, the fixtures must present a clean, bright, shiny appearance. Fixtures must be free of all visible soil, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits, and other foreign substances. All metal hardware such as flush valves, faucet valves, and faucets must be wiped dry and be free of streaks,

spots, stains, etc. Inoperable or broken fixtures must be immediately reported to the City Representative(s).

**Clean Mirrors** – The Contractor must remove all soil, streaks, smudges, film, and foreign substances from the mirror surface and frame using glass cleaning solution (in a spray bottle) and a cloth. Mirror surface must be polished with a clean, dry cloth so that it presents a uniform, clean appearance. Adjacent shelves must be cleaned in the same manner.

**Fill and Clean Paper Dispensers** - The Contractor must refill all paper towel, toilet tissue and other paper dispensers to the proper fill level. The Contractor must also wipe clean the dispensers and adjacent surfaces with a germicidal detergent to remove hand prints and smudges.

**Fill and Clean Soap Dispensers** -The Contractor must refill all soap dispensers to their proper fill level, in accordance with manufacturer's instructions. The Contractor must also wipe clean the dispensers and adjacent surfaces, removing any spills created during the refilling process. The Contractor must check all dispensers for proper operation and must report inoperative devices to the City Representative(s).

**J. Clean Exterior:**

The Contractor must collect and remove all litter and debris located in the parking ramp decks, driveways, entrances, stairways and common areas. Litter/debris must be placed into the dumpster/container located in the exterior trash enclosure. No trash should be left on the ground around the enclosure, or on top of the enclosure.

**Clean Handrails** - The Contractor must spot clean handrails, using a clean cloth and/or a sponge and cleaning solution, to remove all dust, dirt, cobwebs, grease, oily film, fingerprints, stains, soils, and other foreign substances.

**K. Elevators:**

The Contractor must clean interior of elevator cab including all walls, windows, floors, light fixtures and controls. Please refer to cleaning specifications listed above in Section Three. Cleaning Specifications, letters A, C, E and J.

Contractor must clean stainless steel doors and interior walls where applicable using stainless steel cleaner.

Clean and wax floors in the Spring and Fall.

**L. Recycling:**

Recycled materials must be collected from public and office space containers and deposited as needed into a commingled recycling container provided by the City of Iowa City

**M. Cleaning Assignments for Each Facility:**

<b>Capitol Street Parking Facility</b>		<b>Stair Tower 1, 2 and 3</b>	<b>Office</b>	<b>Parking Deck</b>
A	Hard Surfaced Floors, Stairs and Landings	Daily - Spot Weekly-Detail	Daily	N/A
B	Carpets and Floor Mats	N/A	Daily	N/A
C	Cleaning Walls and Wall Cabinets	Weekly	Weekly	N/A
D	Clean Doors Frames and Accessories	Daily - Spot Weekly-Detail	Daily - Spot Weekly-Detail	N/A
E	Cleaning Ceiling Vents and Light Fixtures	Daily - Spot Weekly-Detail	Daily - Spot Weekly-Detail	N/A
F	Cleaning Furnishings in Public Lobby and Employee Break Area	N/A	Daily - Spot Weekly-Detail	N/A
G	Clean Ledges, Shelves, Windows, Window Sills and Other High Surfaces	Daily - Spot Weekly-Detail	Daily - Spot Weekly-Detail	N/A
H	Empty and Clean Trash Receptacles	Daily	Daily	Daily
I	Clean Restrooms	N/A	Daily	N/A
J	Clean Exterior	N/A	N/A	Daily
K	Elevators	Daily - Spot Weekly-Detail	N/A	N/A

<b>Dubuque Street Parking Facility</b>		<b>Stair Tower 1 and 2</b>	<b>Office</b>	<b>Parking Deck</b>
A	Hard Surfaced Floors, Stairs and Landings	Daily - Spot Weekly-Detail	Daily	N/A
B	Floor Mats	N/A	Daily	N/A
C	Cleaning Walls and Wall Cabinets	Weekly	Weekly	N/A
D	Clean Doors Frames and Accessories	Daily - Spot Weekly-Detail	Daily - Spot Weekly-Detail	N/A
E	Cleaning Ceiling Vents and Light Fixtures	Daily - Spot Weekly-Detail	Daily - Spot Weekly-Detail	N/A
F	Cleaning Furnishings in Public Lobby and Employee Break Area	N/A	Daily - Spot Weekly-Detail	N/A
G	Clean Ledges, Shelves, Windows, Window Sills and Other High Surfaces	Daily - Spot Weekly-Detail	Daily - Spot Weekly-Detail	N/A
H	Empty and Clean Trash Receptacles	Daily	Daily	Daily
I	Clean Restrooms	N/A	Daily	N/A
J	Clean Exterior	N/A	N/A	Daily
K	Elevators	Daily - Spot Weekly-Detail	N/A	N/A

<b>Chauncey Swan Parking Facility</b>		<b>Stair Tower 1 and 2</b>	<b>Parking Deck</b>
A	Hard Surfaced Floors, Stairs and Landings	Daily - Spot Weekly-Detail	N/A
B	Cleaning Walls	Weekly	N/A
C	Clean Doors Frames and Accessories	Daily - Spot Weekly-Detail	N/A
D	Cleaning Ceiling Vents and Light Fixtures	Daily - Spot Weekly-Detail	N/A
E	Clean Ledges, Shelves, Windows, Window Sills and Other High Surfaces	Daily - Spot Weekly-Detail	N/A
F	Empty and Clean Trash Receptacles	Daily	Daily
G	Clean Exterior	N/A	Daily
H	Elevators	Daily - Spot Weekly-Detail	N/A

<b>Tower Place</b>		<b>Stair Tower 1 and 2</b>	<b>Office</b>	<b>Parking Deck</b>
A	Hard Surfaced Floors, Stairs and Landings	Daily - Spot Weekly-Detail	Daily	N/A
B	Carpets and Floor Mats	N/A	Daily	N/A
C	Cleaning Walls and Wall Cabinets	Weekly	Weekly	N/A
D	Clean Doors Frames and Accessories	Daily - Spot Weekly-Detail	Daily - Spot Weekly-Detail	N/A
E	Cleaning Ceiling Vents and Light Fixtures	Daily - Spot Weekly-Detail	Daily - Spot Weekly-Detail	N/A
F	Cleaning Furnishings in Public Lobby and Employee Break Area	N/A	Daily - Spot Weekly-Detail	N/A
G	Clean Ledges, Shelves, Windows, Window Sills and Other High Surfaces	Daily - Spot Weekly-Detail	Daily - Spot Weekly-Detail	N/A
H	Empty and Clean Trash Receptacles	Daily	Daily	Daily
I	Clean Restrooms	N/A	Daily	N/A
J	Clean Exterior	N/A	N/A	Daily
K	Elevators	Daily - Spot Weekly-Detail	N/A	N/A

<b>Court Street Transportation Center</b>		<b>Stair Tower 1 and 2</b>	<b>Parking Deck</b>
A	Hard Surfaced Floors, Stairs and Landings	Daily - Spot Weekly-Detail	N/A
B	Cleaning Walls and Wall Cabinets	Weekly	N/A
C	Clean Doors Frames and Accessories	Daily - Spot Weekly-Detail	N/A
D	Cleaning Ceiling Vents and Light Fixtures	Daily - Spot Weekly-Detail	N/A
E	Clean Ledges, Shelves, Windows, Window Sills and Other High Surfaces	Daily - Spot Weekly-Detail	N/A
F	Empty and Clean Trash Receptacles	Daily	Daily
G	Clean Exterior	N/A	Daily
H	Elevators	Daily - Spot Weekly-Detail	N/A

<b>Transit Interchange</b>		<b>Office</b>
A	Hard Surfaced Floors	Daily
B	Floor Mats	Daily
C	Cleaning Walls and Wall Cabinets	Daily-Spot Weekly- Detail
D	Clean Doors Frames and Accessories	Daily - Spot Weekly-Detail
E	Cleaning Ceiling Vents and Light Fixtures	Daily - Spot Weekly-Detail
F	Cleaning Furnishings in Public Lobby	Daily - Spot Weekly-Detail
G	Empty and Clean Trash Receptacles	Daily
H	Clean Restrooms	Daily
I	Clean ledges, shelves, counter tops, windows, window sills, and other high surfaces	Daily – Spot Weekly-Detail

<b>Harrison Street Parking Facility</b>		<b>Stair Towers 1 and 2</b>	<b>Parking Deck</b>
A	Vacuum, Sweep, Mop, Hard Surfaced Floors, Stairs and Landings	Daily - Spot Weekly-Detail	N/A
B	Cleaning Walls and Wall Cabinets	Weekly	N/A
C	Clean Doors, Frames and Accessories	Daily - Spot Weekly-Detail	N/A
D	Cleaning Ceiling Vents and Light Fixtures	Daily - Spot Weekly-Detail	N/A
E	Clean Pay Stations	Daily- Spot	N/A
F	Clean Ledges, Handrails, Windows, Window Sills and Other High Surfaces	Daily - Spot Weekly-Detail	N/A
G	Empty and Clean Trash Receptacles	Daily	Daily
H	Clean Exterior	N/A	Daily
I	Elevators	Daily - Spot Weekly-Detail	N/A

***Transit Building*** (cleaning done twice a week – preferably on Monday and Thursday)

- Hard Surfaced Floors – Sweep and Mop
- Floor Mats – Clean and Vacuum
- Clean door frames and accessories
- Clean ceiling vents and light fixtures
- Clean furnishings in Lobby
- Clean ledges, shelves, counter tops, windows, window sills and other high surfaces
- Empty and clean trash receptacles
- Clean restrooms
- Clean mechanic locker room - Restroom
- Vacuum carpet in break room and office area

***Pedestrian Mall—including North Linn Street and East Market Street area***

**Priority Jobs for Pedestrian Mall to be completed from 5:30 a.m. to 7:30 a.m.:**

- ***Pick-up all assorted trash and debris left in the pedestrian mall and sidewalks in the Central Business District including the North Linn Street and East Market Street area***

- *Use blower to push debris into the path of the sweeper in the pedestrian mall and on sidewalks in the Central Business District including the North Linn Street and East Market Street area*
- *Use back pack vacuum to collect small debris in the pedestrian mall and sidewalks in the Central Business District including the North Linn Street and East Market Street area*

Work that can be completed on the Pedestrian Mall anytime from 5:30 a.m. to 11:30 a.m.

- Replace trash can liners in the pedestrian mall and on City streets in the Central Business District including the North Linn Street and East Market Street area
- Spot clean trash cans, benches and kiosks in the pedestrian mall and in the Central Business District including the North Linn Street and East Market Street area

**Section Four – General Conditions and Instructions to Proposers****A. Insurance Requirements:****1. Certificate of Insurance; Cancellation or Modification**

- a. Before commencing work, the Vendor 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.
  - i. The City of Iowa City will be named as additional insured
  - ii. Project bid number and project title will be in the description
  - iii. Insurance carriers will be rated as A or better by A.M. Best
- b. The Vendor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
- c. 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.
- d. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

**2. Minimum Coverage**

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

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		

When Additionally Required:

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

**3. Indemnity**

The Vendor 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, or property damage rising out of or resulting from the Vendor's operations under this Contract, whether such operations be by himself or herself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

Vendor 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 City and the prime Vendor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Vendor 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, patented or unpatented invention, article, apparatus or appliance including any device or article forming a part of the apparatus or appliance furnished or used in the performance of the contract of which the Vendor is not the patentee, assignee, licensee or owner.
- b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, due to Vendor's own work or to the work of other Vendors, for which the Vendor is responsible.
- d. Obtain all permits and licenses required by City, state, and federal governments and pay all related fees. The Vendor shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

**B. Availability of Funds:**

A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such commodities and/or service. 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.

**C. 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.

**D. Contract Alterations:**

The City reserves the right to make changes to the Goods/Services to be provided which are within the Scope of this Contract. 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 Vendor. The Vendor shall not commence any additional work or change the scope of the Goods/Service until authorized in writing by the City. Vendor shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Vendor and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

**E. Subletting of Contract:**

Vendor shall not assign, transfer, convey, sublet or otherwise dispose of any right, title or interest therein, or his/her 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 Vendor from his/her obligations, or change the terms of contract.

**Contract Period.** Contract shall remain in force for a full period specified and until all commodities and/or services ordered before date of termination shall 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 Vendor, to permit ordering or unordered balances or additional quantities at contract prices and in accordance with contract terms.
- b. Extended upon written authorization of the City and accepted by Vendor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
- c. Terminated due to default, as described below.

**F. Default:**

The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Vendor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to next low bidder, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (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 Vendor will in no way be a cause for relief from responsibility.

**G. Delivery Failures:**

Failure of a Vendor 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 Vendor 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 Vendor. 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.

**H. Force Majeure:**

The Vendor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, 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 Vendor. Under such circumstances, however, the City may at its discretion cancel the contract.

The City shall not be liable in damages for any payment failure and may suspend or terminate the contract with respect to delivery of any additional goods or services when such failure, suspension or termination is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the City's control. Under such circumstances, however, the Vendor may at its discretion cancel the contract.

**I. New Goods Fresh Stock:**

All contracts, unless otherwise specified, shall produce new commodities, fresh stock, latest model, design or pack.

**J. Professional Workmanship:**

Professional workmanship shall meet or exceed existing industry standards.

**K. Occupational Safety and Health Administration Requirements:**

All commodities and/or service shall satisfactorily comply with applicable Occupational Safety and Health Administration regulations in effect at the time commodities are shipped and/or the service is performed. Safety Data Sheets are required in accordance with applicable regulations.

**L. Anti-Discrimination:**

Vendor 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.

**M. Delivery Provisions:**

1. **Cartage.** All items shall be delivered free on-board destination. Delivery costs and charges must be included in the bid unless otherwise stated in the specifications or proposal.
2. **Responsibility for commodities and/or services.** The Vendor shall be responsible for any commodities and/or service covered by this contract until they are delivered at the designated point, but the Vendor shall bear all risk for rejected commodities and/or service after written notice of rejection. Rejected commodities and/or service shall be removed and/or replaced by and at the expense of the Vendor promptly after written notification of rejection, unless public health and safety require destruction or other disposal of rejected delivery.

Upon Vendor's failure to do so within thirty (30) calendar days after the date of notification, the City may return the rejected commodities to the Vendor and/or replace services at the Vendor's risk and expense, or the City may dispose of them as its own property.

3. **Inspections.** Final inspection of commodities and/or service shall be conclusive except as regards latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities and/or service shall be made within a reasonable time after delivery, but failure to inspect and accept or reject commodities and/or service shall not impose liability on the City if such commodities and/or service are not in accordance with the specifications. All delivered commodities shall be accepted subject to inspection and physical count.
4. **Time of Delivery.** Vendor shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposals. If delivery schedules are not provided in the specifications section, deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or holidays, unless otherwise authorized.
5. **Packing Slips or Delivery Tickets.** All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

- Name and Address of Ordering Department/Division.
- Name of the Vendor.

- Commodity name.
- Supplier's stock number.
- Quantity ordered.
- Quantity and date shipped.
- Quantity back ordered.

Vendors are cautioned that failure to comply with these conditions may be considered sufficient reason for refusal to accept the commodities and/or for delay in payment.

**N. Warranty/Guarantee:**

The Vendor warrants that all articles, materials and services performed shall be consistent with manufacturer's specifications and will be free from defects. From the post acceptance by the City of Iowa City of the items delivered and installed Vendor shall provide a one (1) year warranty to include all hardware, parts, software, software updates, shipping costs, labor, travel, and service calls. If, within the guarantee period, any defects or signs of deterioration are noted which in the City's opinion are due to faulty design, installation, workmanship, or materials, the Vendor, upon notification and at his/her expense, shall repair or adjust the equipment or parts to correct the condition or he/she shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as shall be designated by the City as least detrimental to the operation of the City business.

Vendor will replace, at its own expense, any project component that does not meet departmental expectations within three (3) to five (5) business days of installation without limitation of any rights which the City may have by reason of any breach of warranty. Regardless of any statement to the contrary, the Vendor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

**O. Discrepancies:**

In the event that there are any discrepancies or differences between any conditions of the Vendor's quote and the General Terms and Conditions prepared by the City of Iowa City, the City's General Terms and Conditions shall prevail. All costs associated with this project must be included in the Vendor's submitted quote. The total project cost for complete repair must include all costs for required equipment, supplies, shipping, labor, and travel needed for the full functionality and use of the equipment. Any costs not specifically set forth in this Quote will be the responsibility of the Vendor and will be deemed included in the fees and charges bid herein.

**P. 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 contract, without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this 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.

**Section Five – References**

The proposer must provide a minimum of three (3) current references where the proposed services were provided by the vendor. The proposer must complete all the required information listed below, including company name, company contact, phone number, email address plus number of years of service provided to this company. The City reserves the right to contact the company regarding the general performance of the proposer. References from the proposer must include agencies other than the City of Iowa City.

***Substitute forms will not be accepted. The vendor must complete and submit this form.***

1.) Company Name: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Number of Years Serviced: \_\_\_\_\_

2.) Company Name: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Number of Years Serviced: \_\_\_\_\_

3.) Company Name: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Number of Years Serviced: \_\_\_\_\_

**Note: Additional references may be included with the vendor’s proposal.**

**Section Six – Questionnaire**

All questions must be answered, and the data given must be clear and comprehensive. Additional information may also be submitted if so desired. **To receive this questionnaire in Word format contact [BuyerII@Iowa-City.org](mailto:BuyerII@Iowa-City.org).**

3. How long has your organization been in business?
4. List below, or on an attachment, all pertinent information and/or data that indicated your Company's ability to satisfactorily perform to the terms of the contract?
5. After reviewing the request for proposal document and the proposed worksites, does your company have any suggestions to improve the cleaning procedures mentioned.
6. Has your firm ever failed to perform satisfactorily or defaulted on contracts awarded to you?
7. State the true, exact correct and complete name of the partnership, corporation or trade name under which you do business and the address and place of business.
  - If a corporation, state the name of the President and Secretary
  - If a partnership, state the names of all partners.
  - If a trade name, state name(s) of individual(s) who do business under the trade name.
8. List the name, address and telephone number of contacts for emergency service.
9. How many employees do you have on staff?
10. How many employees would you assign to work at each facility?
11. What time of day would you propose to perform the work assigned?
12. List the holidays which you do not have employees working?
13. Provide a list of cleaning agents and brand of consumables to be used for this contract.
14. List your company's method(s) of quality control to assure work is being performed at satisfactorily standards.
15. Provide a summary of your training practices provided to employees for janitorial work.
16. What frequency do you have supervisors on site to determine if work is being performed at a satisfactory level?
17. Are there any other services your company offers which may not be listed in this Request for Proposal?
18. What avenues would you provide for the City to discuss performance? How often would these discussions take place?

### **Section Seven – Wage Theft Policy**

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

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

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

4. **Waivers.** If a person or entity is ineligible to contract with the City as a result of the Wage Theft Policy, it may submit a request in writing indicating that one or more of the following actions have been taken:
  - a. There has been a bona fide change in ownership or control of the ineligible person or entity;
  - b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation(s);
  - c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or
  - d. Other factors that the person or entity believes are relevant.

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

Wage Theft Affidavit

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

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

\_\_\_\_\_  
Signature

**Section Eight – Contract Compliance Program**

(To be completed by awarded vendor only)

**GENERAL POLICY STATEMENT**

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

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

**PROVISIONS:**

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

**SUGGESTED STEPS TO ASSURE EQUAL EMPLOYMENT OPPORTUNITIES**

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

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

3. Instruct Staff

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

4. Recruitment

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

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

2-3-1: Employment; Exceptions:

- A. It shall be unlawful for any employer to refuse to hire, accept, register, classify, promote or refer for employment, or to otherwise discriminate in employment against any other person or to

discharge any employee because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 03-4105, 12-16-2003)

- B. It shall be unlawful for any labor organization to refuse to admit to membership, apprenticeship or training an applicant, to expel any member, or to otherwise discriminate against any applicant for membership, apprenticeship or training or any member in the privileges, rights or benefits of such membership, apprenticeship or training because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation of such applicant or member.
- C. It shall be unlawful for any employer, employment agency, labor organization or the employees or members thereof to directly or indirectly advertise or in any other manner indicate or publicize that individuals are unwelcome, objectionable or not solicited for employment or membership because of age, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
- D. Employment policies relating to pregnancy and childbirth shall be governed by the following:
- A written or unwritten employment policy or practice which excludes from employment applicants or employees because of the employee's pregnancy is a prima facie violation of this title.
  - Disabilities caused or contributed to by the employee's pregnancy, miscarriage, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment or any written or unwritten employment policies and practices involving terms and conditions of employment as applied to other temporary disabilities.
- E. It shall be unlawful for any person to solicit or require as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus. An agreement between employer, employment agency, labor organization or their employees, agents or members and an employee or prospective employee concerning employment, pay or benefits to an employee or prospective employee in return for taking a test for the presence of the antibody to the human immunodeficiency virus is prohibited. The prohibitions of this subsection do not apply if the state epidemiologist determines and the director of public health declares through the utilization of guidelines established by the center for disease control of the United States department of health and human services, that a person with a condition related to acquired immune deficiency syndrome poses a significant risk of transmission of the human immunodeficiency virus to other person in a specific occupation.
- F. The following are exempted from the provision of this section:
- Any bona fide religious institution or its educational facility, association, corporation or society with respect to any qualifications for employment based on religion when such qualifications are related to a bona fide religious purpose. A religious qualification for instructional personnel or an administrative officer, serving in a supervisory capacity of a bona fide religious educational facility or religious institution shall be presumed to be a bona fide occupational qualification. (Ord. 94-3647, 11-8-1994)
  - An employer or employment agency which chooses to offer employment or advertise for employment to only the disabled or elderly. Any such employment or offer of employment shall not discriminate among the disabled or elderly on the basis of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
  - The employment of individuals for work within the home of the employer if the employer or members of the family reside therein during such employment.

- The employment of individuals to render personal service to the person of the employer or members of the employer's family. (Ord. 94-3647, 11-8-1994)
- The employment on the basis of sex in those certain instances where sex is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
- A state of federal program designed to benefit a specific age classification which serves a bona fide public purpose. (Ord. 94-3647, 11-8-1994)
- The employment on the basis of disability in those certain instances where presence of disability is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
- Any employer who regularly employs less than four (4) individuals. For purposes of this section, individuals who are members of the employer's family shall not be counted as employees. (Ord. 08-4312, 8-11-2008)

**SAMPLE: EQUAL EMPLOYMENT OPPORTUNITY POLICY**

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

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

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

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

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

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

\_\_\_\_\_

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

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

**ASSURANCE OF COMPLIANCE**  
(To be completed by awarded vendor only)

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

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

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

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

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

Where is this statement posted?

\_\_\_\_\_

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.

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Business Name

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Phone Number

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Signature

---

Title

---

Print Name

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Date

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

The pricing listed below must include all labor, materials, equipment, travel, delivery, and shipping fees for janitorial services. All quoted prices must be designated Free On Board Destination.

Monthly janitorial service cost for Capitol Street	\$ _____
Monthly janitorial service cost for Dubuque Street	\$ _____
Monthly janitorial service cost for Chauncey Swan	\$ _____
Monthly janitorial service cost for Tower Place	\$ _____
Monthly janitorial service cost for Court Street	\$ _____
Monthly janitorial service cost for Harrison Street	\$ _____
Monthly janitorial service cost for the Transit Interchange	\$ _____
Monthly janitorial service cost for Transit Building	\$ _____
Monthly janitorial service cost for Pedestrian Mall including the North Linn Street and East Market Street Area	\$ _____

Clean and Wax Floors at the Transit Interchange	\$ _____
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Clean and Wax Floors for the elevators located at:	
Capitol Street Parking Facility	\$ _____
Dubuque Street Parking Facility	\$ _____
Tower Place Parking Facility	\$ _____

Miscellaneous Fees:

\_\_\_\_\_

\_\_\_\_\_

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 must prevail.

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

**Exceptions/Deviations** to this Request for Proposal must be taken below. 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 below. 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**

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

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

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**Liens, Unsatisfied Judgments, Disciplinary Actions**

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

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**Voluntary Demographic Information**

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

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

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

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

E-mail Address: \_\_\_\_\_

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

Authorized Signature

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

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

\_\_\_\_\_

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

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

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

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

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

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

Addenda Form

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____