



CITY OF IOWA CITY

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**#18-19 – Request for Proposal for Painting and  
Replacement of Carpet Flooring for the City of Iowa City**

The City of Iowa City intends to enter into a contract with a qualified vendor to replace the carpet flooring and paint designated offices and work areas at City Hall.

A **Mandatory** Pre-Submission Conference will be held at the City of Iowa City's City Hall, 410 E Washington St., Iowa City, IA 52240. The conference will be held on **Wednesday, October 18<sup>th</sup>, 10:00 a.m. (local time)** in Helling Conference Room. The Pre-Submission Conference will provide each vendor with an opportunity to discuss the City's flooring and painting requirements, to discuss the specifications related to the project, and to ask questions that pertain to this Request for Proposal. ***Vendors will be required to take field measurements of all areas requiring paint and carpet. The pre-submission meeting will be the only opportunity to secure the field measurements prior to proposal submittal.***

Please review the following Request for Proposal before attending the Pre-Submission Conference.

**Date:** September 25, 2017

**Request for Proposal:**

**#18-19, Request for Proposal for Paint and the Replacement of Carpet Flooring 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:** Attention of the City Clerk's Office, City Hall, 410 E. Washington St., Room 140, Iowa City, IA 52240-1826. Proposals shall be sealed and clearly marked on the front "Request for Proposal for Painting and the Replacement of Carpet Flooring for the City of Iowa City, #18-19."

**Questions:** All questions and clarifications regarding this Request for Proposal can be answered by e-mailing the following representative **no later than October 23, 2017, noon (local time)**. All questions must be e-mailed in order to receive a response.

Purchasing:  
Mary Niichel-Hegwood  
Purchasing Agent  
[mary-niichel@iowa-city.org](mailto:mary-niichel@iowa-city.org)  
(319) 356-5078

**Proposals Are Due No Later Than: 2:30 p.m., October 27, 2017, 2:30 p.m. (local time).** Proposers shall submit five (5) copies of their proposal.

**Faxed or E-mailed Proposals will not be accepted.**

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

**Bonds and Insurance:** Insurance is required with this Request for Proposal, as specified in Section 4. A Performance Bond or Bid Security is not required.

**No Contact Policy:**

All questions regarding this Request for Proposal must be in written form and must be submitted to the Purchasing Division, as stated above. After the date and time established for receipt of proposals by the City, any contact initiated by the proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

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

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

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### Section 1 – Proposal Requirements Checklist

The following items must be included in all five (5) copies of the vendor's submitted proposal in order to be considered complete. The City reserves the right to reject proposals that are considered incomplete and do not contain the items listed below.

The vendor must submit the required items listed below in the following sequence:

\_\_\_\_\_ **Executive Summary:** Letter signed by an authorized representative from your company summarizing your company's understanding of this contract. Provide any additional information that will assist in evaluating your company's ability to perform the requirements of this contract. The letter must include the following information:

- A general description of the company. The individual from the company who will be responsible for overseeing this project and the work performed.
- The number of years the vendor has been in business providing the specified services
- The number of employees that the vendor will have responsible for this contract
- A detailed work plan/schedule for the areas requiring carpet replacement

\_\_\_\_\_ **References:** Provide a list of at least three (3) references from businesses for projects similar in scope to this Request for Proposal. Include the company or agency's name and address, the name, title, phone number of each reference. **The City of Iowa City will not be accepted as a reference. Complete and submit form that has been provided in Section 5.**

\_\_\_\_\_ **Wage Theft Policy:** After review of **Section 6 - Wage Theft Policy**, the **Wage Theft Affidavit** must be completed, notarized, and included in the submitted proposal. **Complete and submit Affidavit that has been provided in Section 6.**

\_\_\_\_\_ **Completed and Signed Company Information and Pricing Form**

A comprehensive and detailed listing of all costs, fees, and reimbursable fees to be incurred as a part of your company's work. All costs for this contract must be included in the submitted proposal. Exclusion of any costs for this contract will be the responsibility of your company. **Complete and submit form that has been provided in Section 8.**

\_\_\_\_\_ **Warranty Literature** on the specified flooring product

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

## Section 2 – Specific Conditions and Instructions to this Proposal

### A. Scope of Work:

The City of Iowa City is soliciting proposals from qualified vendors to paint and remove the current carpet flooring, and supply and install new carpet tile flooring in the City Clerk's Office, Human Resources Office, Housing Authority Office and Helling Conference Room per the terms, conditions, and specifications referenced herein.

The awarded vendor must be able to complete the project within the hours designated by the City, this may include evening and weekend hours.

See **Section 3** of this Request for Proposal for the project specifications. The floor plans included in the Request for Proposal designate the areas requiring carpet replacement and paint.

### B. Mandatory Site Visit:

A mandatory site visit will be held at **the City of Iowa City's City Hall, 410 E Washington St., Iowa City, IA 52240**. The pre-submission conference will be held on **Wednesday, October 18, 2017, 10:00 a.m. (local time) in Helling Conference Room**. Vendors will have an opportunity to familiarize themselves with the work area and all conditions that may affect the time, cost or performance of the project. In addition, vendors will also have an opportunity during the site visit to ask questions that pertain to the project and take measurements of the areas requiring flooring replacement and paint.

*Vendors will be required to take field measurements of all areas requiring paint and carpet. The pre-submission meeting will be the only opportunity to secure the field measurements prior to proposal submittal.*

### C. Flooring, Installation and Painting:

Professional workmanship shall meet or exceed existing industry standards. Unless otherwise specified, the awarded vendor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty.

A one (1) year warranty will be required from the awarded vendor for workmanship on the project, which includes all of the tasks required to complete floor replacement and painting for the designated areas. This is in addition to the material warranty offered by the manufacturer. The material warranty period and the installation and painting warranty period will not begin until the project is completed by the awarded vendor and accepted by the designated Parks and Recreation Representative.

The City reserves the right to terminate this contract if the materials or labor provided under this contract do not meet or exceed existing industry standards. The City will be the only party responsible for making the final determination on quality of materials, equipment, and professional workmanship.

### D. Safety:

The awarded vendor shall, prior to commencing work, thoroughly examine and become familiar with the project work area and associated facilities to ensure the installation and painting can be completed in an orderly, safe manner. In addition, the awarded vendor shall maintain a safe work environment at all times. The installer(s) and painter(s) shall report immediately to the designated Parks and Recreation Representative the existence of unsafe condition(s) which will compromise the performance of service. Safety will be the sole responsibility of the awarded vendor. The awarded vendor shall take all necessary precautions for the safety of the City's and awarded vendor's employees and the general public and shall erect and properly maintain at all times all necessary facility safeguards for the protection of the awarded vendor's employees and the general public. If necessary, the awarded vendor shall post signs warning against hazards in and around the work site.

All commodities and/or service shall comply with applicable Occupational Safety and Health Administration regulations in effect at the time commodities are shipped and/or the service is performed. Material Safety Data Sheets are required in accordance with applicable regulations. Material Safety Data Sheets must be left on site immediately after commodities and/or services have been delivered and installed.

**E. Project Completion:**

1. Upon completion of the project, the awarded vendor will be required to review all completed work with the designated Parks and Recreation Representative.
2. Before acceptance and final payment is made, the awarded vendor shall clean and remove surplus and discarded materials, temporary structures and debris of any kind at no additional cost to the City. The awarded vendor shall leave the site of work in a neat and orderly condition equal to that which existed prior to initiation of the project.

**F. Pricing and Additional City Locations:**

1. This project will be awarded based on a firm fixed pricing structure for paint, carpet, labor, materials, etc.
2. The City reserves the right to add other City locations at the same proposed prices. The prices shall be firm for a period of twelve (12) months after the date stated on the contract purchase order.
3. Pricing after the twelve (12) month period has lapsed will be based on the Consumer Price Index ("Cpi") for all Urban Consumers – U.S. City Average, seasonally adjusted (1982-1984=100). Increases will be based on Cpi figures for the date on which the City issues the original contract purchase order.
4. The City and the awarded vendor will have the option to utilize this contract for a period of up to five (5) years from the date stated on the original contract purchase order.

**G. Payment Process:**

1. Payment for the project will not be made until all designated areas are fully completed (flooring, transition strips, baseboards, painting, etc.) and the project has been accepted by the Facilities Manager.
2. All payments for the project will only be made to the awarded vendor. The awarded vendor/general contractor will be responsible for the reimbursement of subcontractors that have performed work related to the project.

**H. Proposal Requirements:**

1. All **questions and clarifications** regarding this Request for Proposal can be answered by e-mailing the City representative listed on page 2 **no later than October 23, 2017, noon (local time)**. All questions must be e-mailed in order to receive a response.
2. The vendor is responsible for all costs related to the preparation of this proposal.
3. The format of the vendor's proposal must be consistent with the format of the specifications listed.
4. No bid security will be required.
5. Insurance will be required before commencement of work, see Section 4.
6. The submission of a proposal by the vendor implies the vendor's acceptance of the terms and conditions of this Request for Proposal, unless otherwise stated.
7. Vendors are required to meet all qualifications and specifications of this Request for Proposal in order to be considered for award.
8. Upon submittal of the vendor's proposal, it will be assumed that each vendor has read and is thoroughly familiar with the contract documents and the requirements of the project. The failure or omission of a vendor to examine any document shall in no way relieve the vendor from any obligation in respect to the vendor's submitted proposal.

9. The vendor will be required to furnish all supervision, labor, materials, tools, travel, and equipment necessary to complete the proposed project in a timely manner. All costs to complete this project must be included in the submitted proposal; no additional costs will be paid by the Parks and Recreation Department.
10. Proposals will be considered only from firms which are regularly engaged in the business as described in the Request for Proposal package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily perform the requirements of the project if awarded the contract under the terms and conditions stated herein. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in-line with the best business practice in the industry and as determined by the City.
11. All workmanship shall be guaranteed against defects resulting from faulty installation methods or practices for a period of not less than one (1) year from the date of final acceptance by the City of Iowa City.
12. Proposed pricing shall specify F.O.B. destination and **include all delivery costs.**

**I. Project Completion Date:**

1. Once an award has been made, the awarded vendor shall contact the Facilities Manager to meet and set up a performance schedule for the project. During the meeting, a detailed project work schedule including the timeline and work plan for completing the flooring and painting requirements for this project will be identified.
2. No extensions shall be granted without the expressed written consent of the Facilities Manager.

**J. Contract Award:**

1. The vendor's proposal must be complete to be considered for award.
2. This contract will be awarded to one (1) vendor who will be responsible for the management of the project. Payment for the project will only be made to the vendor selected to receive the contract award. The City will not be responsible for payments made to subcontractors, this will be the sole responsibility of the awarded vendor.
3. The awarded vendor will be responsible for all subcontractors working on this project. All subcontractors must be approved by the City in order for the vendor to receive the contract award.
4. The City reserves the right to qualify, accept, or reject any or all proposals as deemed to be in the best interest of the City. The City 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 contractor to the terms and conditions of the Request for Proposal.
5. It is the City's intent to make an award within thirty days (30) 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 Purchase Order.
8. Award of this contract does not restrict the City from procuring the required services and supplies from other qualified vendors.
9. The City reserves the right to add other City locations to the project. Any modifications to the contract will be done in the form of a contract amendment.
10. Any change to the contract must be approved in writing by the Purchasing Agent and the awarded vendor.
11. The awarded vendor will be required to submit a current certificate of insurance prior to delivery and commencement of work. The certificate of insurance shall include the following items:

- The City of Iowa City will be named as additional insured
- Project bid number and project title as the description
- Insurance carriers will be rated as A or better by A.M. Best

12. The awarded vendor will be given the City's contract compliance document to complete and return before formal contract award, if the project is \$25,000 or more.
13. The awarded vendor will be required to provide Material Safety Data Sheets (msds)/Safety Data Sheets (sds) for any chemicals used on the jobsite.
14. Requests to perform weekend and after hours work must be approved by the Facilities Manager.

**K. 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 proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. The evaluation process shall be based on a 100 point scale. 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 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.

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

<u>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Qualifications, Experience, & References for the Primary/General Contractor	40
Project Completion Schedule, Work Plan, Subcontractor List (if applicable)	40
Firm Pricing & Special Discounts	<u>20</u>
<b>Total</b>	<b>100</b>

**The above conditions and instructions clarify this specific bid document, but are in addition to the attached General Conditions and Instructions to Proposers (Section 4).**



**Section 3 - Project Specifications**  
**Section 01 30 00 - Administrative Requirements**

**Part 1 General**

**1.01 Section Includes**

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Submittals for review, information, and project closeout.
- D. Submittal procedures.

**1.02 Related Requirements**

- A. Section 01 32 16 - Construction Progress Schedule: Form, content, and administration of schedules.

**Part 2 Products – Not Used**

**Part 3 Execution**

**3.02 Preconstruction Meeting**

- A. Attendance Required:
  - 1. City of Iowa City (Owner).
  - 2. Contractor.
  - 3. Subcontractors, installers
- B. Agenda:
  - 1. Execution of City of Iowa City-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.

**3.03 Progress Meetings**

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Owner will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, City of Iowa City, as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedules.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Effect of proposed changes on progress schedule and coordination.
  - 13. Other business relating to Work.

**3.04 Submittal for Review**

- A. When the following are specified in individual sections, submit them for review:

1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to Owner for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with Submittal Procedures article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

### **3.05 Submittals for Information**

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
  2. Certificates.
  3. Test reports.
  4. Inspection reports.
  5. Manufacturer's instructions.
  6. Manufacturer's field reports.
  7. Other types indicated.
- B. Submit to the Facilities Manager, as the contract administrator for the City of Iowa City.

### **3.06 Submittals for Project Closeout**

- A. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.
  4. Bonds.
  5. Other types as indicated.
- B. Submit for City of Iowa City's benefit during and after project completion.

### **3.07 Number of Copies of Submittals**

- A. Documents for Review:
1. Small Size Sheets, Not Larger than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Owner.
- B. Documents for Information: Submit two copies.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Owner.
1. After review, produce duplicates.
  2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.08 Submittal Procedures**

- A. Transmit each submittal with a copy of approved submittal form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.

- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Owner review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

## **Section 01 60 00 - Product Requirements**

### **Part 1 General**

#### **1.01 Section Includes**

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations and procedures.
- D. Maintenance materials, including extra materials, spare parts, tools, and software.

#### **1.02 Submittals**

- A. Substitution Request Form: For any proposed substitution complete and submit a completed form for following this section.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

### **Part 2 Products**

#### **2.01 New Products**

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Where all other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
  - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
  - 3. Have a published GreenScreen Chemical Hazard Analysis.

#### **2.02 Product Options**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

#### **2.03 Maintenance Materials**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

### **Part 3 Execution**

#### **3.01 Substitution Procedures**

- A. Instructions to Proposers specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  2. Will provide the same warranty for the substitution as for the specified product.
  3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to City of Iowa City.
  4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitution Submittal Procedure:
1. Submit one copies of the attached request for substitution for consideration. Limit each request to one proposed substitution.
  2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  3. The Owner will notify Contractor in writing of decision to accept or reject request.

### **3.02 Transportation and Handling**

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.03 Storage and Protection**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**Section 01 61 16 - Volatile Organic Compound (Voc) Content Restrictions**

**Part 1 General**

**1.01 Section Includes**

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for Voc-Content-Restricted products.

**1.02 Related Requirements**

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures.

**1.03 Definitions**

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
- B. Voc-Content-Restricted Products: All products in the following product categories, whether specified or not:
  - 1. Interior paints and coatings.
  - 2. Interior adhesives and sealants, including flooring adhesives.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
  - 1. Concrete.
  - 2. Clay brick.
  - 3. Metals that are plated, anodized, or powder-coated.
  - 4. Glass.
  - 5. Ceramics.
  - 6. Solid wood flooring that is unfinished and untreated.

**1.04 Reference Standards**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. Astm D3960 - Standard Practice for Determining Volatile Organic Compound (Voc) Content of Paints and Related Coatings; 2005 (Reapproved 2013).
- C. Cal (Cdph Sm) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers; California Department of Public Health; v1.1, 2010.
- D. Carb (Scm) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2007.
- E. Chps (Hppd) - High Performance Products Database; Current Edition at [www.chps.net/](http://www.chps.net/).
- F. Cri (Glp) - Green Label Plus Testing Program - Certified Products; [www.carpet-rug.org](http://www.carpet-rug.org); current edition.
- G. Ul (Ggg) – Greenguard Gold Certified Products; UL Environment; current listings at <http://http://productguide.ulenvironment.com/QuickSearch.aspx>.
- H. Scaqmd 1113 - South Coast Air Quality Management District Rule No.1113; current edition.
- I. Scaqmd 1168 - South Coast Air Quality Management District Rule No.1168; current edition.
- J. Scs (Cpd) - Scs Certified Products; current listings at [www.scscertified.com](http://www.scscertified.com).

**1.05 Submittals**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each Voc-restricted product used in the project, submit evidence of compliance.

## 1.06 Quality Assurance

- A. Indoor Emissions Standard and Test Method: State of California Department of Public Health Standard Practice for the Testing of Volatile Organic Emissions From Various Sources Using Environmental Chambers, using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total Voc's after 14 days.
  - 1. Wet-Applied Products: State amount applied in mass per surface area.
  - 2. Paints and Coatings: Test tinted products, not just tinting bases.
  - 3. Evidence of Compliance: Acceptable types of evidence are:
    - a. Current Ui Greenguard Gold certification.
    - b. Current Scs Floorscore certification.
    - c. Current Scs Indoor Advantage Gold certification.
    - d. Current listing in Chps High Performance Products Database as a low-emitting product.
    - e. Current Cri Green Label Plus certification.
    - f. Test report showing compliance and stating exposure scenario used.
  - 4. Product data submittal showing Voc content is Not acceptable evidence.
  - 5. Manufacturer's certification without test report by independent agency is Not acceptable evidence.
- B. Voc Content Test Method: 40 Cfr 59, Subpart D (Epa Method 24), or Astm D3960, unless otherwise indicated.
  - 1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Report of laboratory testing performed in accordance with requirements.
- C. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

## Part 2 Products

### 2.01 Materials

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
  - 1. Inherently Non-Emitting Materials.
- C. Voc-Content-Restricted Products: Voc content not greater than required by the following:
  - 1. Adhesives, Including Flooring Adhesives: Scaqmd Rule 1168.
  - 2. Joint Sealants: Scaqmd Rule 1168.
  - 3. Paints and Coatings: Each color; most stringent of the following:
    - a. 40 Cfr 59, Subpart D.
    - b. Scaqmd Rule 1113.
    - c. Carb (Scm).

## Part 3 Execution

### 3.01 Field Quality Control

- A. City of Iowa City reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to City of Iowa City.
- B. All additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.
- C. The Contractor must coordinate air quality control with the designated City Staff prior to start of work, to ensure optimal in-door air quality for the remaining occupants within the building.
- D. The owner may stop work if the in-door air quality control is not in place prior to starting work, and the contractor will be put on notice.

## **Section 01 70 00 – Execution and Closeout Requirements**

### **Part 1 General**

#### **1.01 Section Includes**

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Surveying for laying out the work.
- D. Cleaning and protection.
- E. Closeout procedures, except payment procedures.

#### **1.02 Submittals**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of City of Iowa City or separate Contractor.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.
  - 1. If discovered under removed carpet or flooring material, the contractor shall notify the designated City Staff.

#### **1.03 Qualifications**

- A. For survey work, employ a land survey or registered in the State in which the Project is located and acceptable to Owner. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

#### **1.04 Project Conditions**

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

### **Part 2 Products**

#### **2.01 Patching Materials**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00.

### **Part 3 Execution**

#### **3.01 Examination**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions; and that existing conditions are optimal for the next phase of work being performed and are not substandard.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.



- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 Preparation**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 Laying Out the Work (Section 3.03 is not applicable to this RFP)**

### **3.04 General Installation Requirements**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.05 Cutting and Patching**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
  1. Complete the work.
  2. Fit products together to integrate with other work.
  3. Provide openings for penetration of mechanical, electrical, and other services.
  4. Match work that has been cut to adjacent work.
  5. Repair areas adjacent to cuts to required condition.
  6. Repair new work damaged by subsequent work.
  7. Remove samples of installed work for testing when requested.
  8. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- I. Patching:
  1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  2. Match color, texture, and appearance.
  3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.06 Progress Cleaning**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.07 Protection of Installed Work, or Existing Areas Within Facility Path to Work Area.**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

### **3.08 Adjusting**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### **3.09 Final Cleaning**

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury. Dumpsters will not be provided.

### **3.10 Closeout Procedures**

- A. Make submittals that are required by governing or other authorities.
- B. Notify Owner when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Owner's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to City of Iowa City-occupied areas.
- E. Notify Owner when work is considered finally complete.
- F. Complete items of work determined by Owner's final inspection.

**Section 01 78 00 – Closeout Submittals****Part 1 General****1.01 Section Includes**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 Related Requirements**

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

**1.03 Submittals**

- A. Project Record Documents: Submit documents to Owner with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Owner will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by City of Iowa City, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Owner comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with City of Iowa City's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**Part 2 Products – Not Used****Part 3 Execution****3.01 Project Record Documents**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by City of Iowa City.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.

### 3.02 Operation and Maintenance Data

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### 3.03 Operation and Maintenance Data for Equipment and Systems

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants, if required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- H. Additional Requirements: As specified in individual product specification sections.

### 3.04 Assembly of Operation and Maintenance Manuals

- A. Assemble operation and maintenance data into durable manuals for City of Iowa City's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title Operation and Maintenance Instructions; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

### **3.05 Warranties and Bonds**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with City of Iowa City's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

## **Section 09 65 00 – Resilient Flooring**

### **Part 1 General**

#### **1.01 Section Includes**

- A. Resilient base.
- B. Resilient stair accessories.
- C. Installation accessories.

#### **1.02 Reference Standards**

- A. Astm F1861 - Standard Specification for Resilient Wall Base; 2008 (Reapproved 2012).

#### **1.03 Submittals**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.

### **Part 2 Products**

#### **2.01 Stair Covering**

- A. Stair Nosings - Rubber, used at guardrail transition: 1-1/2 inch horizontal return, 1-1/8 inch vertical return, full width of stair tread in one piece:
  - 1. Material: Rubber.
  - 2. Nominal Thickness: 0.125 inch.
  - 3. Pattern: Smooth.
  - 4. Color: 6x Burnt Umber.
  - 5. Manufacturers:
    - a. Johnsonite, a Tarkett Company: [www.johnsonite.com](http://www.johnsonite.com).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Stair Nosings - Aluminum, used on stair treads with carpet tile: 2 3/4 (69mm) inch horizontal return, 1 5/8 (40mm) inch vertical return, full width of stair tread in one piece:
  - 1. Material: aluminum.
  - 2. Nominal Thickness: 1/2 inch.
  - 3. Pattern: Raised.
  - 4. Color: natural aluminum.
  - 5. Insert color: Coffee, LRV: 6.05.
  - 6. Manufacturers:
    - a. Gradus; Product ELA91150: [www.gradusworld.com](http://www.gradusworld.com).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.

#### **2.02 Resilient Base**

- A. Resilient Base: Astm F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove, and as follows:
  - 1. Height: 4 inch.
  - 2. Thickness: 0.125 inch thick.
  - 3. Finish: Satin.
  - 4. Length: Roll.
  - 5. Color: 63 Burnt Umber.
  - 6. Manufacturers:
    - a. Johnsonite, a Tarkett Company: [www.johnsonite.com](http://www.johnsonite.com).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.

#### **2.03 Accessories**

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Primers, Adhesives, and Seaming Materials: Waterproof; types recommended by flooring manufacturer.

### **Part 3 Execution**

#### **3.01 Examination**

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.

#### **3.02 Installation**

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install in accordance with manufacturer's instructions.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Fit joints tightly. Joints must be vertical and plumb. Joints may not be jagged.
- E. Set flooring in place, press with heavy roller to attain full adhesion.
- F. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
- G. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.
- I. Wallbase shall be installed to full length on wall, and not be installed with small or partial sections of material.

#### **3.03 Resilient Base**

- A. Fit joints tightly and make vertical.
- B. Install base on solid backing. Bond tightly to wall and floor surfaces.
- C. Scribe and fit to door frames and other interruptions.
- D. Scribe and fit full length pieces around columns, meeting in the center of a column. Fit joints around column so they are straight, neat and tight. Maintain minimum dimension of 18 inches between joints.

#### **3.04 Stair Coverings**

- A. Install stair nosing in one piece for full width of tread.
- B. Adhere over entire surface. Fit accurately and securely.
- C. Mechanically fasten per manufacturer's recommendations.

#### **3.05 Cleaning**

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's instructions.

## Section 09 68 13 - Tile Carpeting

### Part 1 General

- A. Cri (Cis) - Carpet Installation Standard; Carpet and Rug Institute; 2009.
- B. Cri (Gla) - Green Label Testing Program - Approved Adhesive Products; Carpet and Rug Institute; Current Edition.

#### **1.03 Submittals**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Maintenance Materials: Furnish the following for City of Iowa City's use in maintenance of project.
  - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
  - 2. Extra Carpet Tiles: Quantity equal to 15 percent of total installed of each color and pattern installed.. The amount will be based on the square footage of total bid for carpet installation.

### Part 2 Products

#### **2.01 Manufacturers**

- A. Mohawk Group.
- B. Other Acceptable Manufacturers:
  - 1. Substitutions: Not permitted.

#### **2.02 Materials**

- A. Carpet Tile Type FC: Tufted, manufactured in one color dye lot.
  - 1. FB-1: Product: Bigelow, First One Up BT286/QB286, 7737 Civil.
    - a. Location: General use, Housing Authority, Human Resources, City Clerk's office, Dale Helling Conference Room.
  - 2. Tile Size: 24 x 24 inch, nominal.
  - 3. Pattern: Monolithic.

#### **2.03 Accessories**

- A. Sub-Floor Filler: White premix latex; type recommended by flooring material manufacturer.
- B. Stair Nosing: As specified in Section 09 65 00.
- C. Adhesives: Acceptable to carpet tile manufacturer, compatible with materials being adhered; maximum Voc of 50 g/L; Cri Green Label certified; in lieu of labeled product, independent test report showing compliance is acceptable.

### Part 3 Execution

#### **3.01 Examination**

- A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive carpet tile.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.

#### **3.02 Preparation**

- A. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- B. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.
- C. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.



D. Vacuum clean substrate.

### **3.03 Installation**

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install carpet tile in accordance with manufacturer's instructions and Cri Carpet Installation Standard.
- C. Blend carpet from different cartons to ensure minimal variation in color match.
- D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- E. Lay carpet tile in square pattern, with pile direction parallel to next unit, set parallel to building lines.
- F. Locate change of color or pattern between rooms under door centerline.
- G. Fully adhere carpet tile to substrate.
- H. Trim carpet tile neatly at walls and around interruptions.
- I. Complete installation of edge strips, concealing exposed edges.

### **3.04 Installation On Stairs**

- A. Use one piece of carpet for each tread and the riser below. Apply seam adhesive to all cut edges.
- B. Lay carpet with pile direction in the length of the stair.
- C. Adhere carpet tight to stair treads and risers.
- D. Coordinate with installation of aluminum stair nosing.

### **3.05 Cleaning**

- A. Remove excess adhesive without damage, from floor, base, and wall surfaces.
- B. Clean and vacuum carpet surfaces.

## Section 09 90 00 – Painting and Coating

### Part 1 General

#### **1.01 Section Includes**

- A. Surface preparation.
- B. Field application of paints, stains, varnishes, and other coatings.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
- D. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Floors, unless specifically so indicated.
  - 6. Glass.
  - 7. Concealed pipes, ducts, and conduits.

#### **1.02 Reference Standards**

- A. 40 Cfr 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency ; current edition.
- B. Astm D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials ; 2007.

#### **1.03 Submittals**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. Mpi #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.

#### **1.04 Field Conditions**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft. candles measured mid-height at substrate surface.

### Part 2 Products

#### **2.01 Manufacturers**

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Substitutions: See Section 01 60 00 - Product Requirements.

#### **2.02 Paints and Coatings - General**

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.

2. Supply each coating material in quantity required to complete entire project's work from a single production run.
  3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (Voc) Content:
1. Provide coatings that comply with the most stringent requirements specified in the following:
    - a. 40 Cfr 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
  2. Determination of VOC Content: Testing and calculation in accordance with 40 Cfr 59, Subpart D (Epa Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

### 2.03 Paint Systems - Interior

- A. Paint I-op - All Interior Surfaces Indicated to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete masonry, brick, wood, plaster, uncoated steel, shop primed steel, and galvanized steel.
1. Two top coats and one coat primer.
  2. Top Coat(s): Institutional Low Odor/Voc Interior Latex ; Mpi #143-148.
  3. Flat: MPI gloss level 1; use this sheen for ceilings and other overhead surfaces.
  4. Velvet: MPI gloss level 2; use this sheen at vertical locations.
  5. Top Coat Product(s):
    - a. Sherwin-Williams Harmony Interior Acrylic Latex. (Mpi #44, 53, 54, 143, 144)
  6. Primer(s): As recommended by manufacturer of top coats.
- B. Paint I-Op-Md-Dt - Medium Duty Door/Trim: For surfaces subject to frequent contact by occupants, including metals and wood:
1. Two top coats and one coat primer.
  2. Top Coat(s): Interior Epoxy-Modified Latex ; Mpi #115, 215.
  3. Semi-Gloss: Mpi gloss level 5; use this sheen at all locations.
  4. Top Coat Product(s):
    - a. Sherwin-Williams Waterbased Catalyzed Epoxy.
  5. Primer(s): As recommended by manufacturer of top coats.
- C. Paint I-Op-Hd - Heavy Duty Vertical and Overhead: Including uncoated steel, shop primed steel, and galvanized steel.
1. Applications: See Finish Schedule.
  2. Two top coats and one coat primer; primer may be omitted if top coat manufacturer approves.
  3. Primer(s): As recommended by manufacturer of top coats.
- D. Paint I-Tr -W - Transparent Finish on Wood, Unless Otherwise Indicated:
- E. Paint Wi-Tr-Vs - Wood, Transparent, Varnish, Stain:
1. Filler coat (for open grained wood only).
  2. One coat of stain.
  3. One coat sealer.
  4. Satin: Two coats of varnish.

### 2.04 Accessory Materials

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

## **Part 3 Execution**

### **3.01 Examination**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Gypsum Wallboard: 12 percent.
  - 2. Plaster and Stucco: 12 percent.
  - 3. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
  - 4. Interior Wood: 15 percent, measured in accordance with Astm D4442.

### **3.02 Preparation**

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- G. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- I. Aluminum Surfaces to be Painted: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- J. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- K. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least Spsc-Sp 2 (hand tool cleaning) or Spsc-Sp 3 (power tool cleaning) followed by Spsc-Sp 1 (solvent cleaning).
- L. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- M. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- N. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- O. Interior Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.

**3.03 Application**

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Sand wood and metal surfaces lightly between coats to achieve required finish.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

**3.04 Cleaning**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

**3.05 Protection**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

**3.06 Schedule - Paint Systems**

- A. Concrete, Concrete Block, Brick Masonry: Finish all surfaces exposed to view.
- B. Gypsum Board: Finish all surfaces exposed to view.
- C. Wood: Finish all surfaces exposed to view.
- D. Wood Doors: Wi-Tr-Vs.
- E. Steel Doors and Frames: Finish all surfaces exposed to view; MI-OP-3A, gloss.
- F. Steel Fabrications: Finish all surfaces exposed to view.
- G. Shop-Primed Metal Items: Finish all surfaces exposed to view.

**3.07 Schedule - Colors**

- A. A-1: Sw 7028 Incredible White.
- B. A-3: Sw 7045 Intellectual Gray.

**Section 4 - City of Iowa City Purchasing Division**  
**General Conditions and Instructions to Proposers**

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

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

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

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

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

**A. Conditions for Proposing**

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

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

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

2. **Completeness/Authorization of Proposal.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **Addressing of Proposal.** Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

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

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

the Request for Proposal will not be opened and will not be considered for award.

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

5. Receipt of Proposals. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.
6. Proposals Binding 120 Days. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. Trade Secrets or Proprietary Information. Responses to this Request for Proposal become the exclusive property of the City of Iowa City. All documents submitted in response to this Request for Proposal may be regarded as public records and may be subject to disclosure. Protection from disclosure may apply to those elements in each submittal which are marked as "Trade Secret", "Confidential", or "Proprietary". During the course of the submittal evaluation process or the course of the project, City of Iowa City will accept materials clearly and prominently labeled "Trade Secret", "Confidential", or "Proprietary" by the respondent or other submitting party. The City of Iowa City will not advise as to the nature of the content of the documents entitled to protection to disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret", "Confidential", or "Proprietary" as it determines to be appropriate. Respondents which indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be deemed non-responsive. The City of Iowa City will endeavor to advise the Respondent of any request for the disclosure of the material so marked with "Trade Secret", "Confidential", or "Proprietary", and give the proposer or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested material, the proposer shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the proposer of the request for disclosure, and the City of Iowa City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City of Iowa City or their officers, employees, consultants, or subconsultants.
8. Multiple Proposals. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. Competency of Proposer. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. Collusive Proposing. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. Officers not to Benefit. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5

12. Equal Employment Opportunity. All Proposers are subject to and must comply with the provisions of the City's Equal Employment Opportunity policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.
13. Wage Theft. All City contractors with contracts of \$25,000 or more must abide by the requirements of the City's Wage Theft Policy. Pursuant to the Wage Theft Policy, the City will not 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.

The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

**B. Bonds and Insurance**

1. Insurance Requirements. When required, the successful Proposer shall provide insurance as follows:

a. Certificate of Insurance; Cancellation or Modification

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

b. Minimum Coverage

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

Insurance Requirements

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

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



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

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

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

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

### C. **Specifications**

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

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

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

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

3. Qualifications, Credentials and References. The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.
4. Addendum to Specifications. Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website: <https://icgov.org/purchasing-bids>

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.

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

#### **D. Selection of Firm**

1. Rejection of Proposals. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. Selection. The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
  - The quality, availability, adaptability and life cycle costing of the commodities and/or service.
  - Guarantees and warranties.
  - Ability, capacity and skill to provide the commodities and/or service required within the specified time.
  - Ability to provide future maintenance and service.
  - Character, integrity, reputation, experience and efficiency.
  - Quality of performance of previous and/or existing contracts.
  - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
  - Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
  - If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
  - Such other relevant information as may be secured by the City.
  - Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

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

3. Corrections to Submitted Proposal. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.

4. Pricing Requirements. All pricing submitted by the Proposer shall be indicated in both words and figures (Ex. \$200.50, Two hundred dollars and fifty cents).
5. Presentations. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

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

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

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

1. Contract Award. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.
2. Insurance. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. Availability of Funds. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.
1. 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 rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

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

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

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article,

apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.

- b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

12. Anti-Discrimination. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

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

#### **F. Payment Provisions**

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

The Proposer must provide a minimum of three (3) references from past and present clients for projects similar in scope to this project including the company or agency's name and address, the name, title, and phone number of each reference. The City reserves the right to contact each reference to assist with the evaluation of this Request for Proposal.

**The City of Iowa City will not be accepted as a reference.**

1.) Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

2.) Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

3.) Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

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

### Section 6 -Wage Theft Policy

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

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

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

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

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

**Wage Theft Affidavit**

State of \_\_\_\_\_ )  
 ) ss:  
\_\_\_\_\_ County )

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

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

Signature \_\_\_\_\_

This instrument was acknowledged before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.

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



### **Section 7 - Contract Compliance Document**

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

#### **General Policy Statement**

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

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

#### Provisions:

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

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

1. **Company Policy**  
Determine your company's policy regarding equal employment opportunities. Document the policy and post it in a conspicuous place so that it is known to all your employees. Furthermore, disseminate the policy to all potential sources of employees and to their subcontractors asking their cooperation. The policy statement should recognize and accept their responsibility to provide equal employment opportunity in all your employment practices. In regard to dissemination of this policy, this can be done, for example, through the use of letters to all recruitment sources and subcontractors, personal contacts, employee meetings, web page postings, employee handbooks, and advertising.
2. **Equal Employment Opportunity Officer**  
Designate an equal employment opportunity officer or, at a minimum, assign someone the responsibility of administering and promoting your company's Equal Employment Opportunity program. This person should have a position in your organization which emphasizes the importance of the program.
3. **Instruct Staff**

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

#### 4. Recruitment

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

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

#### 2-3-1: Employment; Exceptions:

- A. It shall be unlawful for any employer to refuse to hire, accept, register, classify, promote or refer for employment, or to otherwise discriminate in employment against any other person or to discharge any employee because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 03-4105, 12-16-2003)
- B. It shall be unlawful for any labor organization to refuse to admit to membership, apprenticeship or training an applicant, to expel any member, or to otherwise discriminate against any applicant for membership, apprenticeship or training or any member in the privileges, rights or benefits of such membership, apprenticeship or training because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation of such applicant or member.

- C. It shall be unlawful for any employer, employment agency, labor organization or the employees or members thereof to directly or indirectly advertise or in any other manner indicate or publicize that individuals are unwelcome, objectionable or not solicited for employment or membership because of age, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
- D. Employment policies relating to pregnancy and childbirth shall be governed by the following:
- A written or unwritten employment policy or practice which excludes from employment applicants or employees because of the employee's pregnancy is a prima facie violation of this title.
  - Disabilities caused or contributed to by the employee's pregnancy, miscarriage, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment or any written or unwritten employment policies and practices involving terms and conditions of employment as applied to other temporary disabilities.
- E. It shall be unlawful for any person to solicit or require as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus. An agreement between employer, employment agency, labor organization or their employees, agents or members and an employee or prospective employee concerning employment, pay or benefits to an employee or prospective employee in return for taking a test for the presence of the antibody to the human immunodeficiency virus is prohibited. The prohibitions of this subsection do not apply if the state epidemiologist determines and the director of public health declares through the utilization of guidelines established by the center for disease control of the United States department of health and human services, that a person with a condition related to acquired immune deficiency syndrome poses a significant risk of transmission of the human immunodeficiency virus to other person in a specific occupation.
- F. The following are exempted from the provision of this section:
- Any bona fide religious institution or its educational facility, association, corporation or society with respect to any qualifications for employment based on religion when such qualifications are related to a bona fide religious purpose. A religious qualification for instructional personnel or an administrative officer, serving in a supervisory capacity of a bona fide religious educational facility or religious institution shall be presumed to be a bona fide occupational qualification. (Ord. 94-3647, 11-8-1994)
  - An employer or employment agency which chooses to offer employment or advertise for employment to only the disabled or elderly. Any such employment or offer of employment shall not discriminate among the disabled or elderly on the basis of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
  - The employment of individuals for work within the home of the employer if the employer or members of the family reside therein during such employment.
  - The employment of individuals to render personal service to the person of the employer or members of the employer's family. (Ord. 94-3647, 11-8-1994)
  - The employment on the basis of sex in those certain instances where sex is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
  - A state or federal program designed to benefit a specific age classification which serves a bona fide public purpose. (Ord. 94-3647, 11-8-1994)
  - The employment on the basis of disability in those certain instances where presence of disability is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)

- Any employer who regularly employees less than four (4) individuals. For purposes of this section, individuals who are members of the employer's family shall not be counted as employees. (Ord. 08-4312, 8-11-2008)

**Sample: Equal Employment Opportunity Policy**

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

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

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

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

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

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

\_\_\_\_\_

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

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

**Assurance of Compliance**

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

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

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

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

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

Where is this statement posted?

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

**5. The undersigned agrees to display, in conspicuous places at the work site, all posters required by federal and state law for the duration of the contract. Note: The City can provide assistance in obtaining the necessary posters.**

**6. How does your business currently inform applicants, employees, and recruitment sources (including unions) that you are an Equal Employment Opportunity employer?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
 Business Name

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date

**Section 8 - Pricing and Company Information Form**

All costs, including, but not limited to supervision, labor, equipment, materials (baseboards, transitions strips, etc.), tools, travel, and equipment necessary to complete the project must be included in the submitted proposal; no additional costs will be paid by the City. ***The awarded vendor will be responsible for the removal and disposal of the existing carpet/flooring and wall base, floor prep, and the supply and installation of new flooring, underlayment (if applicable), and transition strips (if applicable), in the areas designated below.***

The proposer must measure all areas requiring carpet at the mandatory pre-submission meeting. All pricing submitted by the proposer will be based on the proposer's confirmed measurements. The measurements taken by the proposer must be noted in the vendor's submitted proposal.

***\*The City will not be responsible for any costs or square footage omitted for the vendor's submitted proposal. See attached floor plans of City Hall locations.***

**Flooring**

A	B	C	D	E	F	G
Name of Room	*Sq Ft	Sq Ft Price for Flooring	Total Price for Flooring (B x C)	Total Price for Vinyl Wall Base Materials	Total Labor Price, includes: Removal of Existing Flooring, Floor Prep, Installation of Flooring and Wall Base	Total Price For Labor, Flooring, & Cove Base  (D + E + F)
<b><i>Tile Carpet Flooring</i></b>						
City Clerk's Office						
Human Resources Office						
Housing Authority Office						
Helling Conference Room						
<b><i>Total Square Feet</i></b>						

**Written Total for Carpet Replacement** \_\_\_\_\_  
(example: Two hundred and twenty-two dollars)

**Painting**

	A	B	C
Name of Room	Total Price of Paint Materials	Total Labor Price	Total Price For Labor and Paint (A+B)
<i>Painting</i>			
City Clerk's Office			
Human Resources Office			
Housing Authority Office			
Helling Conference Room			

**Written Total for Painting**

\_\_\_\_\_ (example: Two hundred and twenty-two dollars)

**Exceptions, Deviations or other Agreements**

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

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**Prohibited Interest**

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

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

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**Liens, Unsatisfied Judgments, Disciplinary Actions**

List any and all disciplinary actions, administrative proceedings, malpractice claims or other like proceedings against your company or any of its personnel relating to your firm's services that are current, pending, or occurring in the last



five (5) years. If your company has no liens, unsatisfied judgments, or disciplinary actions that have occurred you must state this also.

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**City of Iowa City Wage Theft Policy**

Your company must carefully review the policy included in Section 5 of this Request for Proposal. Any objection that your company has regarding this policy must be stated in the space provided below. If your company is in agreement with this policy and is able to uphold the policy, provide a statement in the space provided below.

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**Voluntary Demographic Information**

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

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

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

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

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to provide the required labor, services, materials, and equipment to perform the work as described in the proposal documents and to do all work at the prices set forth within.

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

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

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

Name and Title of Representative: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

#18-19 – Request for Proposal for Painting and  
Replacement of Carpet Flooring for the City of Iowa City

**Painting schedule**

All walls *Incredible White SW 7028*, except where indicated below, should be *Intellectual Gray SW 7025*. All window and door frames should be *Incredible White*. Note the change in finish in the metal frames from walls in specifications.

<b>Housing Authority</b>						
<b>Room #</b>	<b>staff</b>	<b>N</b>	<b>E</b>	<b>S</b>	<b>W</b>	<b>Comments</b>
147	Virginia	7025	7025	7025	7025	all walls, Intellectual gray
148	Pat		7025			window wall-intellectual gray
149	Steve	7025	7025	7025	7025	all walls, Intellectual gray
150	Heidi					all walls, Incredible white
151	Mary					all walls, Incredible white
152	Robin					all walls, Incredible white
153	Denise					all walls, Incredible white
154	Conference Room					
155	unoccupied		7025			east wall and column, Intellectual gray
155A	unoccupied			7025		south wall, Intellectual gray
156	Diana				7025	west wall, Intellectual gray
156A	Carri			7025		south wall, Intellectual gray
	waiting area					
	reception area					
<b>Human Resources (HR Office)</b>						
<b>Room #</b>	<b>staff</b>	<b>N</b>	<b>E</b>	<b>S</b>	<b>W</b>	<b>Comments</b>
142	Dusty		see note	7025		south wall & part west wall, Intellectual gray
143	Tracy		7025		7025	east (door) and west walls, intellectual gray
144	Karen	7025				north wall, Intellectual gray
145	Confernce room					all walls, Incredible white
<b>City Clerk's Office</b>						
<b>Room #</b>	<b>staff</b>	<b>N</b>	<b>E</b>	<b>S</b>	<b>W</b>	<b>Comments</b>
140	Wendy & Christine	7025				both north walls, Intellectual gray
(n. of 140)	Julie	7025				north wall, Intellectual gray
141	Kellie	7025				north wall, Intellectual gray
	File Room					all walls, Incredible white
<b>Helling Conference Room</b>						
<b>Room #</b>	<b>staff</b>	<b>N</b>	<b>E</b>	<b>S</b>	<b>W</b>	<b>Comments</b>
180	n/a				7025	west brick wall, Intellectual gray

#18-19 – Request for Proposal for Painting and  
Replacement of Carpet Flooring for the City of Iowa City

**Painting schedule**

All walls *Incredible White SW 7028*, except where indicated below, should be *Intellectual Gray SW 7025*. All window and door frames should be *Incredible White*. Note the change in finish in the metal frames from walls in specifications.

<b>Housing Authority</b>						
<b>Room #</b>	<b>staff</b>	<b>N</b>	<b>E</b>	<b>S</b>	<b>W</b>	<b>Comments</b>
147	Virginia	7025	7025	7025	7025	all walls, Intellectual gray
148	Pat		7025			window wall-intellectual gray
149	Steve	7025	7025	7025	7025	all walls, Intellectual gray
150	Heidi					all walls, Incredible white
151	Mary					all walls, Incredible white
152	Robin					all walls, Incredible white
153	Denise					all walls, Incredible white
154	Conference Room					
155	unoccupied		7025			east wall and column, Intellectual gray
155A	unoccupied			7025		south wall, Intellectual gray
156	Diana				7025	west wall, Intellectual gray
156A	Carri			7025		south wall, Intellectual gray
	waiting area					
	reception area					
<b>Human Resources (HR Office)</b>						
<b>Room #</b>	<b>staff</b>	<b>N</b>	<b>E</b>	<b>S</b>	<b>W</b>	<b>Comments</b>
142	Dusty		see note	7025		south wall & part west wall, Intellectual gray
143	Tracy		7025		7025	east (door) and west walls, intellectual gray
144	Karen	7025				north wall, Intellectual gray
145	Confernce room					all walls, Incredible white
<b>City Clerk's Office</b>						
<b>Room #</b>	<b>staff</b>	<b>N</b>	<b>E</b>	<b>S</b>	<b>W</b>	<b>Comments</b>
140	Wendy & Christine	7025				both north walls, Intellectual gray
(n. of 140)	Julie	7025				north wall, Intellectual gray
141	Kellie	7025				north wall, Intellectual gray
	File Room					all walls, Incredible white
<b>Helling Conference Room</b>						
<b>Room #</b>	<b>staff</b>	<b>N</b>	<b>E</b>	<b>S</b>	<b>W</b>	<b>Comments</b>
180	n/a				7025	west brick wall, Intellectual gray

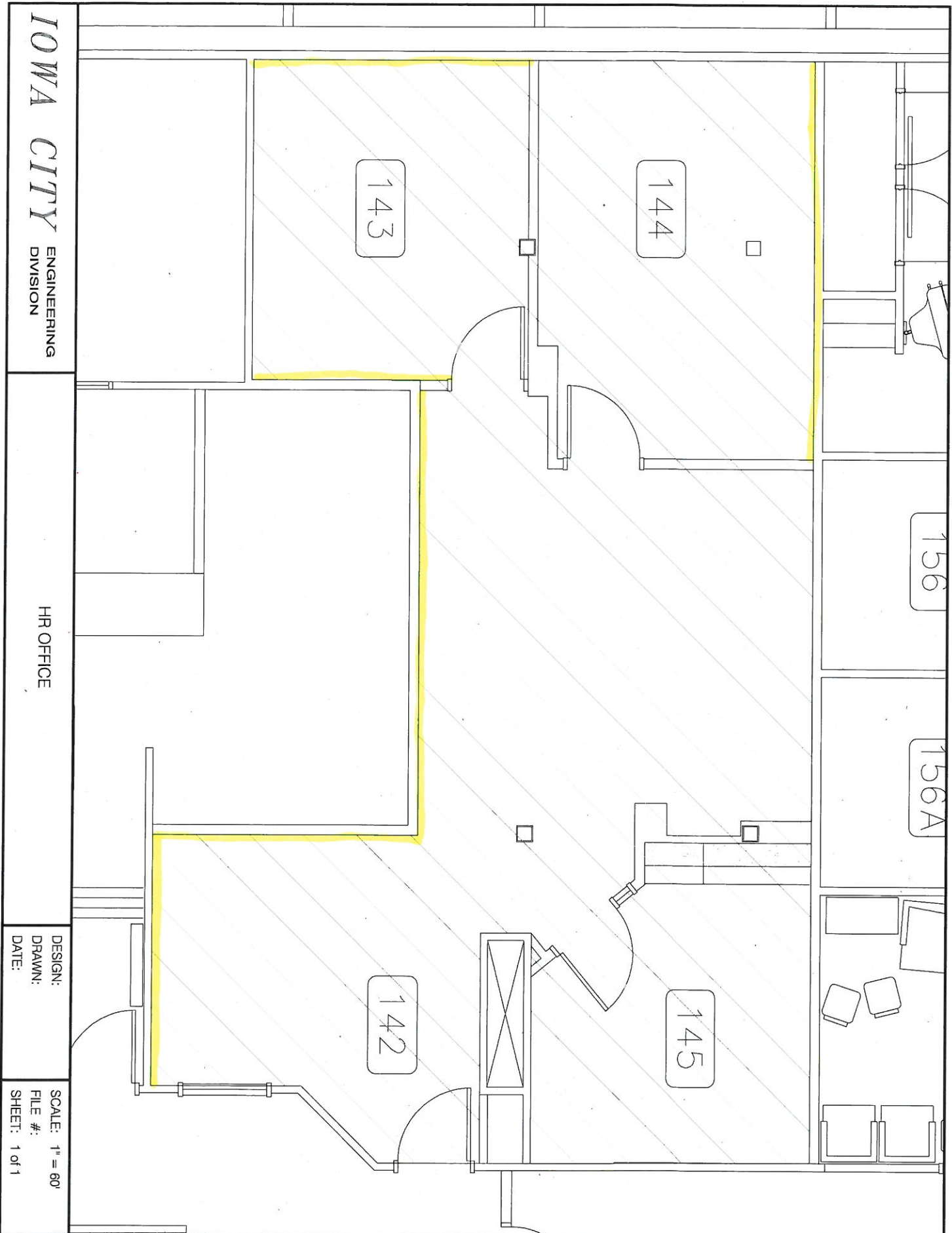


IOWA CITY ENGINEERING DIVISION

HOUSING AUTHORITY

DESIGN:  
DRAWN:  
DATE:

SCALE: 1" = 100'  
FILE #:  
SHEET: 1 of 1

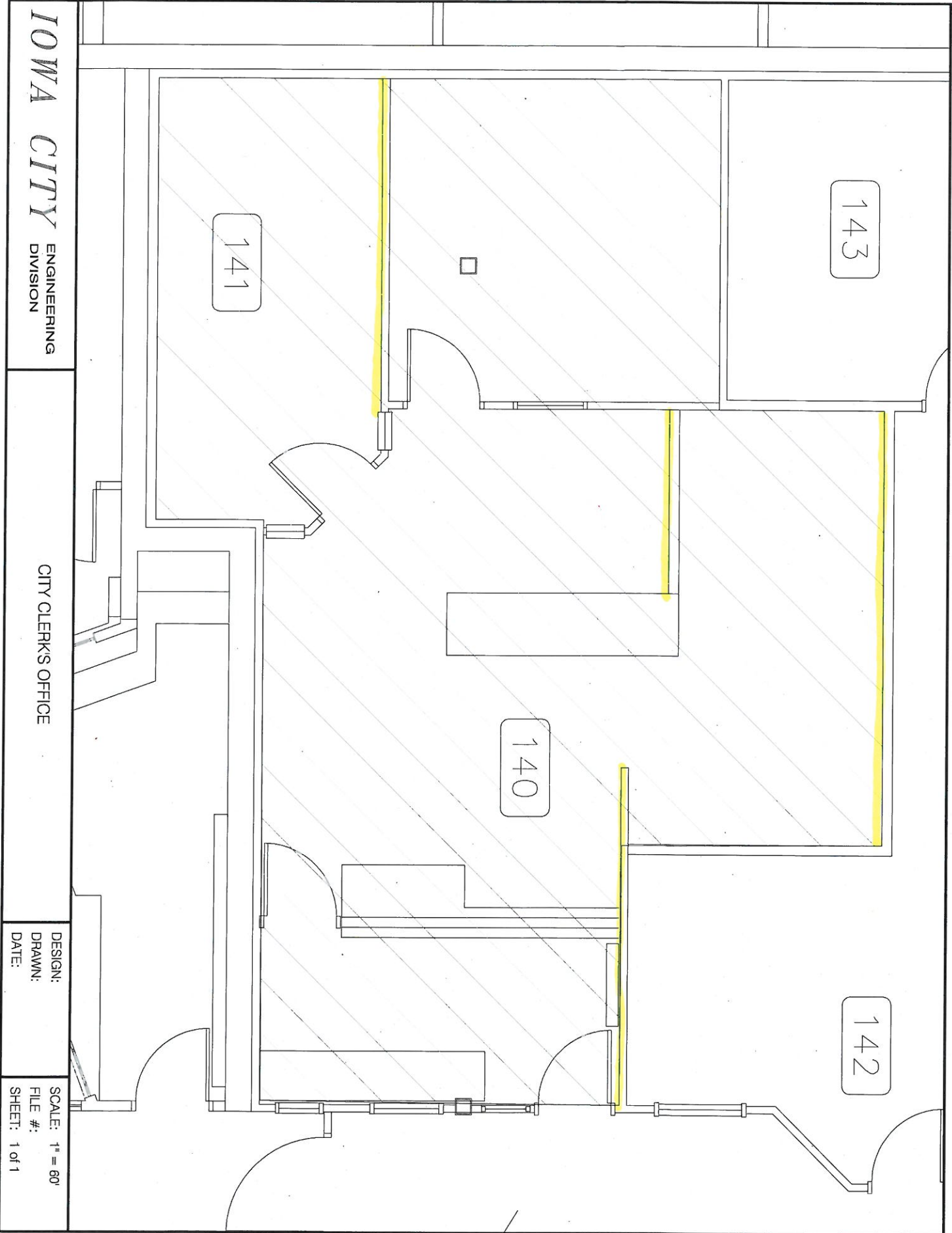


IOWA CITY ENGINEERING DIVISION

HR OFFICE

DESIGN:  
DRAWN:  
DATE:

SCALE: 1" = 60'  
FILE #:  
SHEET: 1 of 1

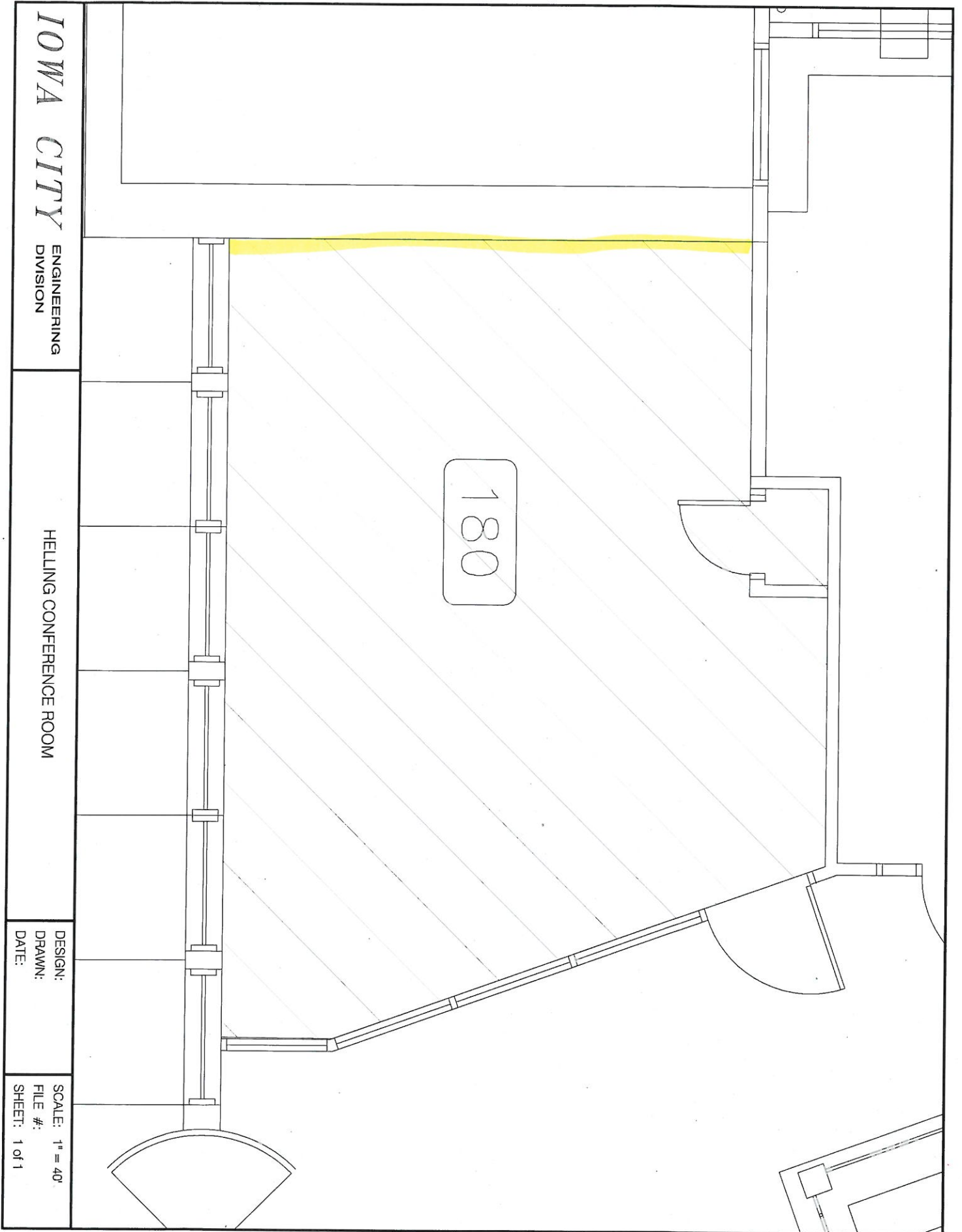


IOWA CITY ENGINEERING DIVISION

CITY CLERKS OFFICE

DESIGN:  
DRAWN:  
DATE:

SCALE: 1" = 60'  
FILE #:  
SHEET: 1 of 1



IOWA CITY ENGINEERING DIVISION

HELLING CONFERENCE ROOM

DESIGN:  
DRAWN:  
DATE:

SCALE: 1" = 40'  
FILE #:  
SHEET: 1 of 1