



**REQUEST FOR PROPOSAL #0809-041  
FLOOD RELATED – VOLUNTARY PROPERTY ACQUISITION  
LOAN RELIEF MEDIATION SERVICES  
CITY OF CEDAR RAPIDS, IOWA  
SEPTEMBER 4, 2009**

The City of Cedar Rapids is requesting proposals from qualified Consultants to provide professional services for loan relief mediation of an estimated 300 parcels located within areas that were severely impacted by the 2008 flooding disaster.

Sealed proposals must be received at City Hall (date and time-stamped at the front desk) by Monday, September 21, 2009 at 11:00 am (our clock), Central Daylight Time, in order to be considered. City Hall is located at 3851 River Ridge Drive NE, Cedar Rapids, Iowa. Proposals sent via facsimile will **not** be accepted.

**The sealed envelope containing the proposal shall be endorsed on the outside with the Proposer's name and return address. If proposal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation "SEALED RFP" – LOAN RELIEF MEDIATION SERVICES due on Monday, September 21, 2009 @ 11:00 am, CDT.**

***INSTRUCTIONS TO PROPOSERS***

<b>Name of the Proposal</b>	Loan Relief Mediation Services
<b>Deadline for Proposal Questions</b>	Monday, September 14, 2009 at 11:00 am, CDT
<b>Deadline for Proposal Submittal</b>	Monday, September 21, 2009 at 11:00 am, CDT
<b>Submit Sealed Proposal to: Address <u>exactly</u> as stated→→→</b>	<b>Sealed RFP – LOAN RELIEF MEDIATION SERVICES City Hall – Office of the City Clerk 3851 River Ridge Dr. NE Cedar Rapids IA 52402</b>
<b>Method of Submittal</b>	Mail Delivery, In Person Fax and/or electronic proposals are <u>not</u> acceptable.
<b>Contact Person, Title</b>	Judy Lehman, CPPB - Manager, Purchasing Services
<b>E-mail Address</b>	<a href="mailto:j.lehman@cedar-rapids.org">j.lehman@cedar-rapids.org</a>
<b>Phone/ Fax Numbers</b>	Phone: (319) 286-5022 Fax: (319) 286-5130

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

Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Proposer in writing by Monday, September 14, 2009 at 11:00 am, CDT. FAX or E-Mail all questions to Judy Lehman in the Purchasing Services Division (fax and e-mail information listed above). Any and all questions will be responded to in the form of written addenda to all Proposers. It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the City contact listed above (by Email or Phone) to determine if addenda were issued. All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Signature Page (Attachment A).

The ONLY official position of the City is that position which is stated in writing and issued by the Purchasing Services Division. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

The City reserves the right to accept or reject any or all proposals and to waive any informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.

Wherever requested throughout this document, a company representative who is authorized to bind the Contractor will sign on behalf of the company to indicate to the City that you have read, understand and will comply with the Instructions and all Terms and Conditions attached hereto. The City of Cedar Rapids reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.

In the event of conflict, the Special Terms and Conditions shall take precedence over the General Terms and Conditions, included herein.

Proposals will be publicly opened and read on Monday, September 21, 2009 at 11:00 am in City Hall, 3851 River Ridge Drive NE, Cedar Rapids. Only the names of the firms who submitted proposals will be revealed. The main purpose of the proposal opening is to reveal the name(s) of the proposers, not to serve as a forum for determining the apparent most responsive and responsible proposal.

Proposals will be evaluated promptly after the proposal opening. After an award is made, a proposal tabulation summary will be sent to all companies who submitted a proposal. Proposal results **will not be given** over the telephone. No proposal may be withdrawn for a period of sixty (60) calendar days after the proposal opening date.

The contract outlined in the Request cannot begin until a proper Certificate of Insurance has been reviewed and approved by the City's Risk Manager.

Respectfully,

*Judy Lehman*

Judy Lehman, CPPB  
Manager, Purchasing Services Division  
3851 River Ridge Drive NE  
Cedar Rapids, IA 52402

## BACKGROUND, PROJECT SCOPE, TERM OF CONTRACT

### BACKGROUND

Cedar Rapids, Iowa is a vital community of 120,000 residents located in east central Iowa along the Red Cedar River within the Technology Corridor that includes Iowa City and the University of Iowa. The community is served by Interstate 380, State Highway 30, State Highway 151, and I-80 about 25 miles to the south. The Eastern Iowa Airport, located within Cedar Rapids, provides non-stop flights to Atlanta, Chicago, Dallas-Ft. Worth, Denver, Cincinnati, Minneapolis, New York City, St. Louis, Las Vegas, Orlando, and Phoenix. Cedar Rapids is experiencing significant growth with both new commercial and residential development. We invite you to visit our websites at [www.cedar-rapids.org](http://www.cedar-rapids.org), the Chamber of Commerce at [www.cedarrapids.org](http://www.cedarrapids.org), and the Technology Corridor at [www.tech-corridor.com](http://www.tech-corridor.com).

Cedar Rapids was deeply affected by the 2008 Flood. 7,190 properties were damaged in the flood. For information on the flood please visit [www.cedar-rapids.org](http://www.cedar-rapids.org) (click on the River Corridor Redevelopment Plan) or visit [www.corridorrecovery.org](http://www.corridorrecovery.org), or the State of Iowa's flood page at the Rebuild Iowa Office <http://rio.iowa.gov/>.

### SCOPE OF WORK

The City of Cedar Rapids is providing a voluntary property acquisition program through federally funded programs to acquire properties within areas severely impacted by the 2008 flooding disaster. The City may acquire potentially up to 1,300 parcels. The City of Cedar Rapids is requesting to contract professional services to mediate with lenders and lien holders in a "short sale" situation.

Upon receipt of federal funding for property acquisition, the City will require clear title to be produced in an efficient and timely manner in order to complete property transfers. In anticipation that the cost of clearing liens on some parcels will exceed the City's allowable purchase price for the parcel, the City anticipates a need to facilitate negotiations between the property owner and lien holders in order to clear title. The facilitation of such negotiations may be referred to as "loan relief mediation assistance", and the party with which the City contracts may be referred to as the "the Consultant or the Contractor".

For the purpose of this proposal, the City estimates 300 property owners may require loan relief mediation assistance. Funding for this project will come from two sources. It is estimated that 25 transactions will be funded through an HMGP grant and 275 transactions will be funded through a CDBG grant.

The Consultant shall list by name and include the resume of the actual staff and agents to work on the project. Interested firms shall provide background and qualifications, highlighting experience with similar projects and demonstrating ways the firm provides a high quality of customer service.

Interested firms shall provide an outline for project management and task implementation. The work plan must detail the number of loan mediation transactions the firm can commit to completing in a one week time period. Please note that timely completion of the transactions for this project is critical.

As a part of the services provided by the Consultant to the City, the Consultant shall provide a Communication Log, Monthly Status Report, and a Summary of Property Owner Case File for the City's overview. Additional reports may be requested as deemed necessary. When referencing the property, the Consultant will be required to use the parcel flood record ID #, GPN#, and flood property site address on documents, letters, and status reports.

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Contractor in connection with any or all of the Services ("Documents") shall be and remain the property of City. At City's request, or upon termination of this Contract, the Documents shall be

delivered promptly to City. Contractor shall have the right to retain copies of the Documents for its files. Contractor shall maintain files of all Documents unless City shall consent in writing to the destruction of the Documents. Contractor shall make, and shall cause all of its subcontractors to make, the Documents available for City's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract; provided, however, that prior to the disposal or destruction of the Documents by Contractor or any of its subcontractors following said three year period, Contractor shall give notice to City of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. City shall have 90 days after receipt of any such notice to give notice to Contractor or any of its subcontractors not to dispose of or destroy said Documents and to require Contractor or any of its subcontractors to deliver same to City at City's expense.

## **TERM OF CONTRACT**

Due to the two different funding sources, the City will issue two separate contracts to the awarded Contractor. The initial term of each contract shall be for three (3) years. The HMGP funding has been received and that contract term will be late-September 2009 to late-September 2012. The portion of the project funded by the CDBG grant cannot be entered into until that funding is received, which is anticipated to be October 2009. The City and the Contractor may renew the original contracts for additional one (1) year time periods by mutual agreement if necessary. Thirty (30) days notice must be given to renew the contract for additional increments.

A Letter of Agreement, prepared by the City and signed by the City Manager, shall become the document that authorizes the contract to begin, assuming the insurance requirements (if applicable) have been met. Each section contained herein, any addenda and the response from the successful proposer shall also be incorporated by reference into the resulting agreement. Similar services may be added and pricing negotiated during the term of the contract and by way of written Amendment to the Agreement signed by both parties.

No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc. which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

## **ESTIMATED QUANTITIES**

The City does not guarantee that the quantities estimated will be accurate for the upcoming contract period. However, the estimates are as accurate as we are able to determine. Actual quantities, whether lesser or greater than estimated, will not affect the prices as proposed and accepted for the term of the contract.

## **TERM OF PAYMENT**

Services authorized under this contract shall be paid for upon receipt of an original invoice within sixty (60) days and after services are delivered and accepted.

For accounting purposes, detailed schedules and supporting documentation apportioning the cost of time and/or materials under this contract shall be included with Contractor's invoice. The schedules shall be presented in such detail, and backed up with supporting information in the format the City requests. Violation of this provision by Contractor shall constitute a material breach of this contract. Any schedule submitted may be utilized for payment requests only after it has been acknowledged, in writing, as acceptable by the City's Finance Department.

All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

- In a pdf format via e-mail to: [accountspayable@cedar-rapids.org](mailto:accountspayable@cedar-rapids.org),

- Via US mail to: City of Cedar Rapids Finance Department, attn: AP Division, 3851 River Ridge Drive NE, Cedar Rapids, IA 52402.

If Contractor, or any of its subcontractors, exceeds the estimated actual costs for any reason before the city is notified in writing; the City has the right, at its discretion, to deny reimbursement for that work. The Contractor is not obligated to continue performance of services under this Agreement or otherwise incur costs in excess of the agreed estimated actual costs unless the City notifies the contractor, in a written amendment, of the City's acceptance of the revised total estimated actual costs. Site specific emergency conditions are excluded from requiring cost preapproval; however, such cases must be reasonable and justifiable, based on the situation.

The City may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

## FEDERAL REGULATIONS

The following provisions shall hereby be included in the resulting contract. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. **(Contracts more than the simplified acquisition threshold)**

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. **(All contracts in excess of \$10,000)**

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). **(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)**

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **(All contracts and subgrants for construction or repair)**

(5) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). **(Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)**

(6) Notice of awarding agency requirements and regulations pertaining to reporting.

(7) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(8) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(9) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(10) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(11) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). **(Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

(12) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]

## METHOD OF EVALUATION

Contract Award - Any contract award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.

Award of contract shall be made to the most responsible and responsive proposal from the Company whose proposal offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City may select a Proposer based on an "all or none" proposal, on individual responses, or as is otherwise deemed to be in the best interest of the City. The following is a partial list of the criteria that may be used in our determination of company responsibility and responsiveness:

Proposal Evaluation Criteria - In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal.

1. Successful experience in performing projects of a similar type
2. Solid understanding of the Cedar Rapids flood event
3. Favorable references from firms with projects of similar scopes that indicate that the proposer has the ability to carry out the services specified
4. Ability to comply with the required or proposed performance schedule, taking into consideration all existing business commitments
5. Qualified and eligible to receive the contract award under applicable laws and regulation
6. Cost effectiveness
7. Responses to overall RFP and compliance with submission guidelines
8. Proposal presentation (completeness, organization, appearance, etc.)

Financial terms will not be the sole determining factor in the award. To determine the award the City will use a proposal evaluation method that will enable them to award a contract to the Proposer offering services and experience that represent the best overall value to the City.

Proposal Evaluation Procedures - Proposals will be evaluated individually by a Proposal Evaluation Team (hereinafter referred to as the Team) using the "Proposal Evaluation Criteria" as listed above. Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the City's requirements. Each prospective company is assured that any proposal submitted will be evaluated independently using the best available information and without any forgone conclusions.

Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.

The Team may arrange conference calls with representatives of the companies whose proposals are deemed to be within the "competitive range." The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value. In addition, each Proposer deemed to be within the competitive range may be invited to submit a "best and final offer" if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation.

A Proposer's submission of a proposal constitutes its acceptance of this evaluation technique.

If the evaluation team determines that a contract for the project should be awarded, the process of awarding the Contract shall be as follows:

- The evaluation team shall determine which Proposer has submitted the lowest and the most responsive and responsible proposal, and make its recommendation to the City Council.
- The City Council shall consider a resolution awarding the contract and authorizing the City Manager to sign the Letter of Agreement on behalf of the City. **Note**, as provided for by

Section 4.03 of the Cedar Rapids Municipal Code, no contract shall be deemed to be created and exist, unless and until the City Council adopts a resolution awarding the contract and authorizing the City Manager to sign the Letter of Agreement.

- The City Manager executes the Letter of Agreement.
- The City issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the work.

If the evaluation team determines that all the proposals received should be rejected, the Proposers shall be notified by the Purchasing Services Division accordingly. At that point, the City may, or may not, re-solicit the project.

## **SUBMITTAL REQUIREMENTS**

### Non Financial Submittal Requirements

General information: Provide a description of your firm, including organizational structure, location of principal office, years in business, number of employees, and other pertinent information including the capacity to administer.

Key personnel and roles: Name of the principal or project manager in your firm who will have direct and continued responsibility for the services provided to the City. This person will serve as the firm's first point-of-contact on all matters dealing with services and the handling of day-to-day activities through the planning and implementation process. List the employees that would be assigned to this project and their respective experience and qualifications (resumes, see page 3).

Experience: Describe any similar projects and provide references from at least three communities, including name and current contact information.

Timeline: Submit a detailed timeline of exactly how you will approach the project, how many parcels you anticipate to complete per week and how soon you can begin work after the contract award.

### Financial Submittal Requirements

Pricing shall be submitted on a per parcel basis as requested on Attachment A and shall be **inclusive of all expenses**. (Office rent, mediation services, travel, lodging, meals, etc)

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

**Proposers shall submit one (1) original and three (3) copies of their proposal and include the following:**

- Non-Financial Proposal (As described on page 8)
- Financial Proposal – All inclusive per parcel rate (Submittal Form - Attachment A)
- Signature Page (Attachment A)
- General Company Information (Attachment B)
- Certificate of Insurance (Refer to the requirements on page 8 of 11)

## INSURANCE REQUIREMENTS

### CITY OF CEDAR RAPIDS INSURANCE REQUIREMENTS

VENDOR, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance so as to cover all risk which shall arise directly or indirectly from VENDOR'S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the CONSULTANT'S employees carrying out the work involved in this contract.
2. **General Liability Insurance** with limits of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the CONSULTANT or its employees carrying out the work involved in this contract.
3. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the CONSULTANT or its employees.
4. **Professional Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all work performed by the CONSULTANT, its employees, subcontractors, or independent contractors. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the CONSULTANT continuing to furnish the CITY certificates of insurance. The CONSULTANT shall be responsible for deductibles and self-insured retentions in the CONSULTANT'S insurance policies

**Subcontractors:** In the case of any work sublet, the CONSULTANT shall require subcontractors and independent contractors working under the direction of either the CONSULTANT or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the CONSULTANT.

**Qualifying Insurance:** Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B" or better. All policies shall be occurrence form. The CONSULTANT shall be responsible for deductibles and self-insured retentions in the CONSULTANT'S insurance policies.

### CERTIFICATE OF INSURANCE REQUIREMENTS

1. The Description area of the certificate should state the project that the certificate covers: **Loan Relief Mediation Services.**
2. The minimum liability limits required by the CITY are: **(\$1,000,000)**. This must be **occurrence form** liability coverage.
3. The following address must appear in the Certificate Holder section:  
City of Cedar Rapids  
Purchasing Services Division  
3851 River Ridge Dr. N.E.  
Cedar Rapids IA 52402

Certificates may be sent by e-mail, fax (319-286-5130), mail or delivery to the attention of Judy Lehman. A certificate of insurance must be provided to the CITY prior to the execution of this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word CITY refers to the CITY OF CEDAR RAPIDS, IOWA throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the CITY.
2. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. **PROPOSAL FORM** - In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
4. **SPECIFICATION DEVIATIONS BY THE PROPOSER/OFFEROR** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
5. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
6. **BROCHURES** - Proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
7. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
8. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
9. **HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees, the United States Government, FEMA and the State of Iowa, their agencies and agents from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
10. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on your Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices proposal or proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.
11. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
12. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Proposals. The City further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the City.
13. **PIGGYBACK PROCUREMENT METHOD** - Upon request, the results of this proposal must be extended to any other City of Cedar Rapids department. In addition, the opportunity to purchase from this proposal may be extended to other government entities within Linn County. Any

such usage must be in accordance with the policies of the respective entity and with the approval of the Contractor. The Contractor may determine it is necessary to charge delivery fees for entities located outside of the Cedar Rapids metro area. The City is not an agent of, partner to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such piggyback procurements.

14. **PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.
15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.
16. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the City.
19. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.
20. **MISCELLANEOUS** - The City reserves the right to reject any and all proposals or parts thereof. The City reserves the right to inspect Supplier's facilities prior to the award of this proposal. The City reserves the right to negotiate optional items with the successful Proposer.
21. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the City.
22. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
23. **PATENT GUARANTEE** - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the City, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the City.
24. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the City, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Supplier and the City may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the City from the successful Supplier is determined.
25. **TERMINATION OF AWARD FOR CONVENIENCE** - The City may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the City, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the City as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the City

which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.

26. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected.

A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

27. **ACCEPTANCE OF TERMS BY SHIPMENT** - Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the proposal upon the terms and prices set forth herein.

28. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.

29. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

30. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this proposal and subsequent awards, City holiday closures are typically New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.)

Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the City may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

31. **EXTENSION** - Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.

32. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.

33. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.

34. **METHOD OF AWARDING/QUOTING** - The City reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the City may consider your proposal non-responsive and reject the entire proposal.

35. **TAXES** - The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

36. **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Cedar Rapids in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the City of Cedar Rapids and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Rapids and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Rapids arising from any proposal opportunity.