



"Cedar Rapids is a vibrant urban hometown – a beacon for people and businesses that are invested in building a greater community now and for the next generation."

Contract Cover Sheet

<u>CONTRACT INFORMATION</u>	
Requesting/Managing Department	Purchasing Services
Preparing Department	Purchasing Services
Contract Name	Multifunctional Devices (MFDs) & Related Services
Contractor Name	
Estimated Amount	
Funding Source(s)	Individual department budgets
Contract Number/RFP Number	PUR0417-211
City Council Resolution Number	
CIP / DID Number (On Base # - City Clerk)	PUR0417-211
Term	5 years anticipated to be 07/01/2017 through 06/30/2022
Type	Firm fixed price per page
Summary	Citywide contract for rental of MFDs and related services
<u>CONTRACT PERSONNEL</u>	
Requestor's Name	
Preparer's Name	
Contract Administrator	
Project Manager	
Department Director	
Department Manager	
AP Specialist Assigned	
Purchasing Agent	



CONTRACT FOR MULTIFUNCTIONAL DEVICES & RELATED SERVICES

BETWEEN
THE CITY OF CEDAR RAPIDS
AND

CONTRACTOR NAME

CONTRACT NUMBER
PUR0417-211

Prepared by
City of Cedar Rapids
Finance Department - Purchasing Services Division

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Contract #PUR0417-211

This agreement, hereinafter referred to as "Contract", is by and between Contractor, hereinafter called "Contractor" and the City of Cedar Rapids, Iowa, hereinafter called "City" and is to be effective on the date it is executed by the City as shown herein below. Both Parties may be referred individually as "Party" and jointly as "Parties".

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1.0 GENERAL CONTRACT

1.1 In accordance with the provisions and conditions of this Contract, Contractor hereby freely enters into this Contract for the purpose of providing Services to the City and to be compensated for the Services. Execution of this Contract by the Contractor and the City constitutes written authorization to the Contractor to proceed with the Scope of Services contained herein.

1.2 Special terms and conditions specific to this Contract are found in Attachment A, SCOPE OF SERVICES.

2.0 DEFINITIONS

2.1 "Project" shall be the City description of the essence of what is being accomplished through the performance of this Contract.

2.2 "Services" shall mean all necessary labor, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Scope of Services as defined in this Contract in Section 4.0 and Attachment A, SCOPE OF SERVICES.

2.3 "Documents" shall mean drawings, design plans, specifications, photos, reports, information, observations, calculations, notes, electronic media, survey notes, special studies, personnel information, and any other records or reports, accounting records, data or information, in any form, prepared, collected, or received by Contractor, or its Subcontractors, if any, in connection with any or all of the Services associated with this Contract.

2.4 "Subcontractor" shall mean any person or entity retained by the Contractor as an independent Contractor to provide a portion of the core Services required for completion of the Services specified in this Contract.

2.5 "Contract Number" shall be a unique number used by the City as reference for this Contract.

3.0 TERM OF CONTRACT

3.1 The term of the Contract shall be for five (5) years anticipated to be July 1, 2017 through June 30, 2022.

3.2 The Contract may be extended by written mutual agreement by the City and the Contractor.

4.0 SCOPE OF SERVICES

4.1 The Contractor shall, at its sole cost and expense, provide, perform and complete all Services in full compliance with and as required by or pursuant to this Contract and as defined in Attachment A, SCOPE OF SERVICES, which is attached and made a part hereof.

4.2 The Contractor shall not commence or perform any Services outside the Scope of Services or change the Scope of Services until authorized in writing by the City Manager, as documented in Section 28.0 of this Contract. No changes to the Scope of Services shall be valid unless made in writing and agreed to by both the City and the Contractor and documented as an amendment to this Contract.

4.3 The City reserves the right to make changes to the Scope of Services to be provided which are within the Project.

5.0 CITY'S RESPONSIBILITIES

City's responsibilities for this Project are included in Attachment A, SCOPE OF SERVICES.

6.0 COMPENSATION FOR SERVICES

6.1 The City shall compensate the Contractor for equipment and services provided under this Contract. Compensation shall be a firm-fixed price of \$0.____ per page for black and white and a firm-fixed price of \$0.____ per page for color, inclusive of all equipment and services described in Attachment A, to be invoiced monthly for each machine. Contractor shall be compensated for the actual pages copied or printed. Total compensation for the Scope of Services described in Attachment A shall not exceed \$_____ annually.

- 6.2 Only allocable expenses and Services rendered on or after the execution date of this Contract shall be eligible for compensation.
- 6.3 Actual travel time to and from the work location is not reimbursable under this contract.
- 6.4 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.
- 6.5 No price escalation will be allowed during the term of this Contract.

7.0 INVOICE PROCEDURE AND PAYMENT TERMS

7.1 Invoice Procedure

- 7.1.1 Invoices should be submitted within thirty (30) days after the Services are completed.
- 7.1.2 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 or

Via US mail to: City of Cedar Rapids Finance Department – Accounts Payable
101 First Street SE, PO Box 2148
Cedar Rapids, IA 52406-2148

- 7.1.3 As a minimum, Contractor invoices shall include the following information:

- Contractor name and address
- Date of Services
- City PO number
- Location of machine and name of City contact person
- Quantity (black/white and color)
- Unit price
- Extended price
- The total amount being invoiced
- The Project Number / Contract Number (#PUR0417-211)

- 7.1.4 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. The Cedar Rapids Tax ID number is 42-6004336.

7.2 Payment Terms

- 7.2.1 Payment terms for Services authorized under this Contract shall be net forty-five (45) days, less any applicable retainage, upon receipt of an acceptable original invoice, as noted in Section 7.1.2, and after Services are provided and accepted and all required invoice support documentation is received in a format acceptable to the City.
- 7.2.2 All payments due hereunder shall be paid in U.S. Dollars.
- 7.2.3 The City may withhold payment per Section 12.0 of this Contract.

8.0 TREATMENT OF DOCUMENTS

8.1 Ownership

All documents and other materials prepared by the Contractor in connection with this project are the City's sole property in which the Contractor has no proprietary or other rights or interests. All reports, documents, information, and any materials furnished to the Contractor by the City shall remain the sole property of the City. Nothing written in this paragraph, however, will be interpreted to forbid the Contractor from retaining a single copy of information for its files.

8.2 Confidentiality

Any individual subcontracted or employed by the Contractor with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Services of the Contract and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

8.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Contractor and/or its Subcontractors choose to dispose of documents, disposal of documents shall:

- a) comply with any retention requirements of the Contract, and
- b) be in a manner such that documents or information in the documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

8.4 Access/Retention

During the term of the Contract or following completion or termination of the Contract the Contractor and its Subcontractors, if any, shall maintain all accounting records and other documentation generated in providing the Services under the Contract.

The City or any duly authorized representative of the City shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and after all other pending matters under the Contract are closed.

This access shall be made available to the City or duly authorized agent and shall be considered incidental to the Scope of Services contained herein. As such, there shall be no additional compensation allowed the Contractor for maintaining this information and allowing the herein described access.

9.0 **AUDITS**

9.1 The City shall be allowed to audit the Contractor's records prior to considering an amendment to the Contract, Schedule, or Scope of Services.

9.2 If Project is funded in any way utilizing Federal Funds the Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

10.0 **INDEPENDENT CONTRACTOR**

Both Parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

11.0 **TERMINATION**

11.1 Termination of Contract for Convenience

The City may terminate the Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Services, reports, materials(s) prepared or furnished by the Contractor under this Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

11.2 Default and Termination for Cause

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the terms or conditions of this Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor 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 completed Services, documents, and delivered materials shall, at the option of the City, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory Services completed, and delivered materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City are determined.

11.3 Termination Notices

Termination notices sent hereunder shall be sent via mail that requires receipt acknowledgment, or by email or facsimile with first-class mail backup to Contractor and to City at their respective addresses and to the primary city contact listed in Section 32.0 of this Contract or to such other address/person as the Parties shall provide.

12.0 **CITY'S RIGHT TO WITHHOLD**

12.1 Notwithstanding any other provision of this Contract and without prejudice to any of City's other rights or remedies, the City shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate City for any actual or prospective loss due to:

- a) Equipment or services that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Contractor;
- b) Damage for which Contractor is liable under this Contract;
- c) Valid liens or claims of lien;
- d) Valid claims of Subcontractors or other persons;
- e) Delay in the progress or completion of the Services;
- f) Inability of Contractor to complete the Services;
- g) Failure of Contractor to properly complete or document any pay request or invoice;
- h) Any other failure of Contractor to perform any of its obligations under this Contract; or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in this Contract.

12.2 The City shall be entitled to retain any and all amounts withheld until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the City. The City shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the City and chargeable to Contractor under this Contract.

13.0 **INSURANCE**

13.1 Prior to the start of the Services, and at all times during the term of the Services and this Contract, and any extensions thereof, the Contractor shall purchase, at its own expense, and maintain insurance with companies in good standing and acceptable to the City. Such insurance will protect the Contractor from liability and claims for injuries and damages which may arise out of or result from the Contractor's operations under this Contract and for which the Contractor may be liable, whether such operations are by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

13.2 For the protection of the Contractor and the City, but without restricting or waiving any obligations of the Contractor herein contained, the Contractor shall insure the risks associated with the Services and this Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS AND DOCUMENTS.

14.0 **CONTROLLING LAW**

This Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

15.0 **REGULATORY AGENCY COMPLIANCE**

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Cedar Rapids expects that Contractors will offer expertise on conformance of regulations applying to the Services they provide.

16.0 FORCE MAJEURE

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 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 shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

17.0 DISPUTES

- 17.1 Should any disputes arise with respect to this Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 17.2 The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute and the City shall continue to make payment for all Services properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.
- 17.3 The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to stop or delay Services according to Attachment A, SCOPE OF SERVICES.

18.0 INDEMNIFICATION

The Contractor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, 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.

19.0 WARRANTIES

19.1 Warranties – Goods/Equipment

The Contractor warrants that all equipment, articles, materials and goods shall be consistent with manufacturer's specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, equipment or goods which are not as warranted may be returned at Contractor's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

19.2 Warranties – Work

- 19.2.1 The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract.
- 19.2.2 Contractor represents that the Work and all of its components shall be free of defects caused by negligence; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.
- 19.2.3 Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work done under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's negligent acts, errors, or omissions with respect to the quality and accuracy of the Work.
- 19.2.4 Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's negligent acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such negligent acts, errors, or omissions.

- 19.2.5 Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

19.3 Warranties – Intellectual Property

Contractor represents and warrants that all the materials, goods and services produced, or provided to the City pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and services. The Contractor represents and warrants that the materials, goods and services, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Contractor further represents and warrants that the materials and Services do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Contract.

20.0 GENERAL TERMS

- 20.1 For projects equal to or greater than \$50,000 Section 4.03 of the Cedar Rapids Municipal Code requires that no Contract shall be deemed to be created or exist unless and until the City Council has adopted a resolution to award the project and to authorize the City Manager to sign the Contract.
- 20.2 The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.
- 20.3 All Attachments referred to in this Contract are hereby incorporated herein by this reference.
- 20.4 The invalidity or unenforceability of any particular provision(s) of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, and this Contract shall remain in full force and effect.

21.0 ENTIRE CONTRACT

This Contract and its Attachments contain the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced.

22.0 ASSIGNMENT

- 22.1 The City and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other Party to this Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Contract.
- 22.2 Any assignment or attempt at assignment made without prior written consent of the City shall be void.

23.0 SUBCONTRACTING

- 23.1 The Services relating to this Contract, or any portion thereof, unless documented in this Contract, may not be subcontracted without the prior written approval by the City Manager in the form of a Contract amendment, as documented in Section 28.0 of this Contract.
- 23.2 Requests to add Subcontractors shall be in writing and shall name the Services to be provided, the organization which will provide the Services, and the value of the Services to be provided and shall only be added by written amendment to this Contract.
- 23.3 Subcontractors which are shown as part of this Contract shall be deemed to be approved when this Contract is executed.
- 23.4 Subcontractors shall meet and be held to all of the terms and conditions of this Contract by the Contractor.

24.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Contractors and Subcontractors that engage in contracts with the City of Cedar Rapids, Iowa agree as follows:

- 24.1 The Contractors and Subcontractors will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship.
- 24.2 The Contractor and Subcontractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above.
- 24.3 The Contractor and Subcontractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Contractor and Subcontractor.

25.0 ADA COMPLIANCE

- 25.1 The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
- 25.2 Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
- 25.3 The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Rapids relies to provide services or content, comply with , at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

26.0 NON-COLLUSION STATEMENT

- 26.1 Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure this Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with this Contract.
- 26.2 There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Services provided under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in this Contract.
- 26.3 Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with this Contract.

27.0 CONFLICT OF INTEREST

Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor or Subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, contractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

28.0 CONTRACT AMENDMENTS

- 28.1 No alteration, change, or modification of the Scope of Services, Schedule, or any of the terms or conditions of this Contract shall be valid unless made by written amendment.

- 28.2 This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract and signed by the City Manager.
- 28.3 The Contractor shall not commence any Service not included in the Scope of Services or change the schedule until authorized in writing by the City Manager in the form of a Contract amendment.
- 28.4 The Contractor shall not exceed the maximum fees, as noted in Section 6.0, without a prior written request to the City Purchasing Agent and authorization by written amendment to this Contract, including a change to the Scope of Services. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project.
- 28.5 Contractor shall make no claim for additional compensation in the absence of a written contract amendment to this Contract.

29.0 CLOSEOUT OF AGREEMENT

Upon completion of the Services included in this Contract, the Contractor shall submit the following:

- All documents requested by the City
- A final invoice

30.0 SURVIVAL

All express representations and indemnifications made in or given in this Contract will survive the completion of all Services of the Contractor under this Contract or the termination of this Contract for any reason subject to applicable state statutes.

31.0 SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

32.0 PRIMARY CONTACTS

City – Contract Administrator:		Contractor – Contract Administrator:	
Rebecca Johnson, CPPB, Purchasing Agent		Contact	
City of Cedar Rapids, Iowa		Company	
101 First Street SE		Street address	
Cedar Rapids, Iowa 52401		City, State Zip	
Phone	(319) 286-5062	Phone	
E-Mail	r.johnson2@cedar-rapids.org	E-Mail	
City – Project Manager:		Contractor – Project Manager:	
Rebecca Johnson, CPPB, Purchasing Agent		Contact	
City of Cedar Rapids, Iowa		Company	
101 First Street SE		Street address	
Cedar Rapids, Iowa 52401		City, State Zip	
Phone	(319) 286-5062	Phone	
E-Mail	r.johnson2@cedar-rapids.org	E-Mail	

33.0 EXECUTION BY COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Contract duly authorized by all necessary and appropriate corporate action to execute this Contract.

CITY OF CEDAR RAPIDS, IOWA

CONTRACTOR NAME

By: Jeffrey A. Pomeranz, City Manager Date

Authorized Signature Date

Attested by: Amy Stevenson, City Clerk Date

This Contract has been reviewed by the Finance Department – Purchasing Services Division of the City of Cedar Rapids and is approved for further processing.		
FOR INTERNAL USE ONLY	By: Diane Muench, CPPB, Interim Purchasing Manager	Date

ATTACHMENT A – SCOPE OF SERVICES

Whenever used in this Contract the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Contractor shall mean **Contractor name**. The City's Project Manager shall mean Rebecca Johnson, Purchasing Agent, who is the designated coordinator and administrator for the Services under this Contract.

The Contractor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Contract all necessary services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Services (hereinafter "Services"). The Services will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

Additional information inserted here based on the Scope of Services included in the RFP and the response submitted by the Contractor.

ATTACHMENT B – INSURANCE REQUIREMENTS AND DOCUMENTS

Section I – Basic Insurance Requirements

Consultant, at its own expense, shall procure and maintain during the life of this Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Consultant's obligations and activities.

General Liability Insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate Bodily Injury and Property Damage. Coverage shall include the following extensions: Premises and Operations, Products and Completed Operations, Personal and Advertising Injury, Independent Consultant Coverage and Contractual Liability.

Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Consultant or its employees.

Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Statutes. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

THREE (3) ENDORSEMENTS REQUIRED:

1. Additional Insured Endorsement:

Except for Workers' Compensation and Professional Liability, the policies shall include the City Additional Insured Endorsement of: The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's Services provided for the City of Cedar Rapids, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether available coverage be primary, contributing, or excess.

2. Non-Waiver of Governmental Immunities Endorsement (Iowa):

a. **Non-waiver of Government Immunity** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

b. **Claims Coverage** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.

c. **Assertion of Government Immunity** The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.

d. **Non-Denial of Coverage** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.

e. **No Other Change in Policy** The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

3. Cancellation and Material Changes Endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

City of Cedar Rapids
Finance Department – Purchasing Services Division
101 First Street SE
Cedar Rapids IA 52401

(Please note that the City does accept a signed letter on the agent's letterhead, from the insured's insurance agent, confirming that the agent will provide notice as indicated above.)

Section II – Conditions of Contract

The Consultant is required to purchase and maintain insurance coverage to protect the Consultant and City of Cedar Rapids throughout the duration of this Contract as enumerated above in the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Consultant to maintain this insurance in full effect will be treated as a failure on the part of the Consultant to comply with these requirements and be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified in the future.

The 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. If Professional Liability 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.

The Consultant is required to give the City notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The City intends to be an Additional Insured with coverage being primary and not contributing with any other insurance or similar protection available to the City whether any other coverage is primary, contributing or excess.

In the case of any work sublet, the Consultant shall require Subconsultants and independent Consultant working under the direction of either the Consultant or a Subconsultant to carry and maintain the same workers compensation and liability insurance required of the Consultant.

Section III – Contract Approval

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List Multifunctional Devices & Related Services, RFP #PUR0417-211, as the Scope of Services the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

City of Cedar Rapids
Finance Department – Purchasing Services Division
101 First Street SE
Cedar Rapids IA 52401

The Producer’s contact person’s name, phone number and e-mail address is required.

Endorsements, as required in Section I, shall be included with the Certificate of Insurance to evidence that the policy has been endorsed.

Certificates may be sent by e-mail (r.johnson2@cedar-rapids.org), fax (888-815-3659), mail or delivery to the attention of Rebecca Johnson.