



CEDAR RAPIDS

City Of Five Seasons

Request for Qualifications

June 17, 2009

**Administrative Services
for the
Disaster Recovery Assistance Program –
Steam Conversion and Operations Assistance**

City of Cedar Rapids
Utilities Department

SECTION I
NOTICE OF REQUEST FOR QUALIFICATIONS

1.0 Receipt and Opening of QUALIFICATIONS

1.0.1 All QUALIFICATIONS must be received in a sealed envelope in City Hall (date and time stamped) no later than June 24, 2009 at 4:30 pm (our clock), Central Daylight Time, in order to be considered. City Hall is located at 3851 River Ridge Dr. NE, Cedar Rapids, Iowa. QUALIFICATIONS sent via facsimile will not be accepted. If a QUALIFICATION is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation '**SEALED RFQ – Steam Operations and Conversion Assistance Program Administration**' due on, **Wednesday, June 24, 2009 at 4:30 pm CDT**. Please submit one (1) original and two (2) copies of your qualifications.

1.1 RFQ Timeline

Name of RFQ	Administrative Services for Steam Operations and Conversion Assistance Program
Date of Issuance	Wednesday, June 17, 2009
Deadline for Questions	Friday, June 19, 2009 at 1:00 pm
Deadline for Submittal	Wednesday, June 24, 2009 at 4:30 pm
Submitting Firm Interviews, if necessary	Thursday, June 25, 2009
Recommendation for Award	Friday, June 26, 2009
Submit Sealed Qualifications Address exactly as stated to:	Sealed RFQ – Steam Conversion and Operations Assistance Program Administration Office of the City Clerk-City Hall – North 3851 River Ridge Dr. NE Cedar Rapids, IA 52402
Method of Submittal	Mail, Overnight Delivery, Courier Service, or In Person. Fax or electronic QUALIFICATIONS are not acceptable
Contact Person, Title E-mail Address	Drew Westberg d.westberg@cedar-rapids.org
Phone/ Fax Numbers	Phone: 319-286-5349 Fax: 319-286-5130

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

1.3 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 Submitting Firm. Similarly, the City is not responsible for, and will not open, any QUALIFICATION responses that are received later than the date and time stated above. Late QUALIFICATIONS will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a QUALIFICATION not properly identified.

- 1.4 QUALIFICATIONS will be opened on June 24, 2009 at 4:30 pm (our clock) CDT in Conference Room C of Cedar Rapids City Hall, 3851 River Ridge Dr. NE, Cedar Rapids. Only the names of companies who submitted QUALIFICATIONS will be revealed. The main purpose of this opening is to reveal the name(s) of the Submitting Firm(s), not to serve as a forum for determining the awarded QUALIFICATIONS.
- 1.5 QUALIFICATIONS will be evaluated promptly after opening. After an award is made, an evaluation summary will be sent to all companies who submitted a QUALIFICATION. QUALIFICATION results will not be given over the telephone. QUALIFICATIONS may be withdrawn anytime prior to the scheduled closing time for receipt of QUALIFICATIONS; no QUALIFICATIONS may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II BACKGROUND, GOALS, AND PROJECT SCOPE

2.0 Background

Cedar Rapids, Iowa is a vital community of 120,000 residents located in east central Iowa along the Red Cedar River and 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, the Chamber of Commerce at www.cedarrapids.org, and the Technology Corridor at www.tech-corridor.com.

Cedar Rapids was deeply affected by the 2008 Flood. 5,390 residential properties were damaged in the flood. For information on the flood please visit www.corridorrecovery.org, or the State of Iowa's flood page at the Rebuild Iowa Office <http://rio.iowa.gov/>. During the floods of 2008, the 6th Street Steam Generation Plant was knocked off-line and severely damaged. The result was a dramatic increase in the cost of heating and cooling for local firms, businesses, and rental facilities.

The Disaster Recovery Financial Assistance – Steam Operations and Conversion Assistance Program is intended to meet an urgent need to pre-flood steam users by assisting in the conversion to natural gas energy systems and providing assistance in the payment of the increased operational demands placed on steam customers. The State is providing resources for this program through the use of federally allocated Community Development Block Grant dollars.

The City will coordinate with an experienced administrator to implement an intake program to best determine the needs of all pre-flood steam customers. The framework established for the Disaster Recovery Financial Assistance – Steam Conversions and Operational Assistance Program may also be applied to future allocations of state or federal housing assistance dollars.

The Iowa Department of Economic Development (IDED) has yet to issue its rules. The selected administrator will be expected to work closely with City staff to effectively and efficiently administer this program in accordance with the rules, once published.

2.1 The City's goals for the Disaster Recovery Financial Assistance – Steam Conversions and Operational Assistance include:

- 2.1.1 Provide financial assistance to current and pre-flood steam customers to reduce the operational burden of higher steam prices in the flood's aftermath;
- 2.1.2 Provide pre-flood steam customers with assistance so those properties can affordably transition to appropriate natural gas systems;
- 2.1.3 Speed, Simplicity and Accountability;
- 2.1.4 A comprehensive intake system that identifies needs and then adequately administers the program to accurately identify appropriate funding sources based on a continuum of needs.

2.2 General Project Scope

The administrator selected through the RFQ process will coordinate with the City to implement an intake program to distribute more than \$21 million in federal Community Development Block Grant funds to pre-flood steam customers. The administrator will collect, evaluate, and recommend disbursements based on the applications received and the subsequent rules provided by IDED. The roles and responsibilities of the preferred administrator and the City will be detailed in a negotiated development agreement. It is expected that the preparation of the Disaster Recovery Financial Assistance – Steam Conversion and Operations Assistance Program specifications will require a planning period to be determined by agreement.

The selected administrator will be expected to work closely with the principle stakeholders, consisting of the City, affected steam customers, the Chamber of Commerce, the Small Business Recovery Group, and the information technology staff of www.CorridorRecovery.org. It is also critical that the planning process is coordinated with the Recovery and Reinvestment Coordinating Team. Additionally, the administrator is expected to have knowledge of state and federal housing programs including, HUD, CDBG, and other disaster recovery funding programs. The selected administrator must also be available, if needed, to report on progress and goals, including written and oral reports to City Council and staff.

Designation by the City as the selected administrator is not an assurance that the program will be approved or that the City will provide all resources requested. The selected administrator will not be compensated for any costs related to preparation of development concepts unless specified by written agreement.

2.2.1 Desired Administrator Contribution

2.2.1.1 The administrator must demonstrate the experience necessary to organize and deliver a high quality intake system.

2.2.1.2 The administrator is expected to demonstrate exceptional design and customer service standards, including an audit or reporting mechanism for customer feedback.

2.2.1.3 The administrator is expected to identify and ensure the non-duplication of benefits for those eligible, and meet the documenting requirements of respective funding programs.

2.2.1.4 The administrator is expected to demonstrate ability to work successfully with community members and city officials.

2.2.1.5 The administrator will be required to demonstrate an adequate and established inventory system for personal data collection, including protection of confidential and/or private data.

2.2.1.6 The administrator will be accountable for accurate record-keeping and disbursement of funds after eligibility and selection criteria are met, including developing a mechanism for City, State and Federal audits of processes and expended funds.

2.2.1.7 The administrator shall work with State and Federal agencies and representatives.

2.2.2 City of Cedar Rapids Contribution

2.2.2.1 The City will provide resources necessary, subject to terms of a Purchase and Development Agreement.

2.2.2.2 The City will assist in necessary development reviews, process and approvals.

2.2.2.3 The City will draft Steam Conversion and Operational Assistance Program specifications for review and approval City Council.

SECTION III
Submittal Requirements and Method of Evaluation

- 3.0 Non Financial Submittal Requirements
 - 3.0.1 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 the program.
 - 3.0.2 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, handling day-to-day activities through the planning and implementation process.
 - 3.0.2.1 Outline of responsibilities/roles of your firm's personnel, if different from the principal or project manager.
 - 3.0.2.2 Resumes of assigned personnel.
 - 3.0.3 Experience: Describe similar projects and provide references from City officials in at least three communities, including a name and current contact information.
 - 3.0.4 Work Space Requirements: Describe estimated space needs, equipment, including Information Technology services that will be required to operate the intake system effectively.
 - 3.0.5 Timeline: Time is of the essence for this project. Submit a detailed timeline of exactly how you will approach the project, how many applications you can review per week, and how soon you can begin work after the contract award.
- 3.1 Financial Submittal Requirements
 - 3.1.1 Pricing shall be submitted on a per case basis and shall be inclusive of all expenses except travel (airfare or automobile).
 - 3.1.2 The City agrees to reimburse the Consultant for air travel, not to exceed the coach class rate over the term of this agreement. Air travel must be documented by receipts and submitted for payment approval within sixty (60) days from the date the expense was incurred. Submitting firm is to state a "not to exceed" amount for air travel over the term of the contract. All other expenses shall be included in the billable per case rate that is proposed. If travel is to be via automobile (effective January 1, 2009) the IRS mileage rate will be .55 per mile.
- 3.2 Qualifications Evaluation Criteria - In general, the Statements of Qualifications will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the Statements of Qualifications.
 - 3.2.1 Demonstrated Experience with Intake Processing of Applications (1/3 of Rating)
 - 3.2.1.1 Successful experience in developing projects of a similar type and setting.
 - 3.2.1.2 Demonstrated capacity to coordinate project specifics with multiple entities.
 - 3.2.1.3 Techniques employed to meet timetables and enhance marketing efforts for outreach, including customer service feedback.
 - 3.2.2 Demonstrated Experience with governmental programs, including Community Development Block Grant funding (1/3 of Rating)
 - 3.2.2.1 Successful experience in developing projects of a similar type and setting.
 - 3.2.2.2 Techniques employed to avoid budget overages.
 - 3.2.3 Demonstrated Experience with energy-related program administration (1/3 of Rating)
 - 3.2.3.1 Ability of administrator to provide trained and experienced staff to accomplish work in time allotted.
 - 3.2.3.2 Understanding the goals of the City, Disaster Recovery Financial Assistance – Steam Conversion and Operational Assistance Program, community stakeholders, and the Recovery and Reinvestment Coordinating Team.

- 3.2.3.3 Demonstrated capacity to coordinate project specifics with multiple entities and foster a team effort by all parties involved in the project, including CorridorRecovery.org and Small Business Development Center.
- 3.2.3.4 Demonstrated experience in leading/facilitating/participating in public meetings.
- 3.2.3.5 Demonstrated knowledge of local building and zoning codes, as well as with energy-efficient development and rehabilitation.

3.3 Qualifications Evaluation Procedures – Statements of Qualifications will be evaluated individually by an Evaluation Team (hereinafter referred to as the Team) using the “Qualification Evaluation Criteria” as listed above.

- 3.3.1 Team members will evaluate each QUALIFICATION based on their experience and judgment of how well the statement of qualifications addresses the City’s requirements. Each prospective administrator is assured that any submission will be evaluated independently using the best available information and without any forgone conclusions.
- 3.3.2 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 submittal.
- 3.3.3 An administrator’s submission of qualifications constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

SECTION IV TECHNICAL INSTRUCTIONS AND REQUIREMENTS

- 4.0 General
- 4.0.1 The City of Cedar Rapids, Iowa, is seeking administrator statements of qualifications to assist the City in implementing a Steam Conversion and Operational Assistance program for pre-flood steam customers.
- 4.0.2 The administrator shall promptly notify Drew Westberg by e-mail (d.westberg@cedar-rapids.org), upon discovery of any ambiguity, inconsistency or error in this Request for Qualifications (also referred to as RFQ). Please include in the subject line of the Email "Questions – RFQ – Steam Conversion and Operational Assistance".
- 4.1 Receipt and Opening of Statements of Qualification
- 4.1.1 All Statements of Qualifications must be received in the Office of the City Clerk (date and time stamped) by Wednesday, June 24, 2009 at 4:30 pm Central Daylight Time, in order to be considered. The City Clerk's office is located at 3851 River Ridge Dr. NE, Cedar Rapids, Iowa. QUALIFICATIONS will not be received in any office or department but that of the City Clerk, and QUALIFICATIONS sent via facsimile will not be accepted. If a submittal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation 'RFQ – ADMINISTRATIVE SERVICES, Disaster Recovery Financial Assistance – Steam Conversion and Operational Assistance Program due on Wednesday, June 24, 2009 at 4:30 pm CDT.
- 4.1.2 Wherever requested throughout this document, a representative of the firm who is authorized to bind the firm will sign on behalf of the firm 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 submittals, and to accept in whole or in part, the submittal, which, in the judgment of the qualification evaluators, is the most responsive and responsible submission.
- 4.1.3 The City of Cedar Rapids reserves the right, at its sole discretion, to reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; to waive minor irregularities and informalities of a submittal; or to cancel, revise, or extend this solicitation.
- 4.1.4 This request for Administrator Qualifications does not obligate the City of Cedar Rapids to pay any costs incurred by any respondent in the submission of a QUALIFICATIONS or in making necessary studies or designs for the preparation of that QUALIFICATIONS, or for procuring or contracting for the services to be furnished under this Request for Qualifications.
- 4.2 Response to Questions - Any matter of this QUALIFICATIONS package that requires explanation or interpretation must be inquired by Friday, June 19, 2009 at 1:00 m, Central Daylight Time.
- 4.3 Important Exceptions - The Administrator shall clearly state in the submitted Statement of Qualifications any exceptions to, or deviations from, the minimum QUALIFICATIONS requirements, and any exceptions to the terms and conditions of this RFQ. Such exceptions or deviations will be considered in evaluating the QUALIFICATIONS. Any exceptions should be noted on the Signature Page. Companies are cautioned that exceptions taken to this RFQ may cause their QUALIFICATION to be rejected.
- 4.4 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Qualifications, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".

DOCUMENTS TO BE SUBMITTED WITH THIS QUALIFICATION: Submitting Firms shall submit one (1) original and two (2) copies of their QUALIFICATIONS and include the following:

- Financial QUALIFICATIONS – (page 10)
- Non-Financial QUALIFICATIONS (page 10)
- Signature Page (page 11)
- Certificate of Insurance (page 12)
- General Company Information (page 15)

**SECTION V
FINANCIAL AND NON-FINANCIAL QUALIFICATIONS**

6.0 Financial QUALIFICATIONS: This portion of the Company’s QUALIFICATIONS shall include ONLY the proposed cost. **Each QUALIFICATIONS must include an itemized list of all equipment, labor, training, software, hardware, etc. that comprises the lump sum dollar amount below.** FOB point in terms of loss or damage is destination. Freight and/or delivery charges are to be included in the price of the goods.

Description	Price
Price per case based on the specifications in the RFQ	\$ _____ per case

6.1 Non-Financial QUALIFICATIONS: This portion of the QUALIFICATIONS may be organized in a format determined by the Submitting Firm, but should include all materials of the QUALIFICATIONS relating to the service proposed, specifications, requirements, warranty, service plan and other information of a non-financial nature. Also include in this portion an implementation schedule detailing all key project milestones in a timeline form that clearly indicates the start and completion of all events necessary to accomplish the scope of this QUALIFICATION.

**SECTION VI
SIGNATURE PAGE**

The undersigned bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

EXCEPTIONS/DEVIATIONS to this Request for Qualifications shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

GENERAL INFORMATION

- FOB point in terms of loss or damage is destination.
- Freight and/or delivery charges are to be included in the price of the goods.

FIRM PRICING

Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.

ADDENDA {It is Submitting Firm's responsibility to check for issuance of any addenda}

The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

PAYMENT METHOD

Do you accept a credit card for payment of purchases? Yes No

QUICK PAY DISCOUNT

If you provide a discount for payment by credit card, please state the discount: _____

SECTION VII INSURANCE REQUIREMENTS

CONSULTANT, 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 risks which shall arise directly or indirectly from CONSULTANT'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, Property Damage, and Personal Injury. As a minimum, coverage for: Premises, Operations, Products, Completed Operations, Personal and Advertising Injury, and Contractual Liability 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. 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.
4. 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 VENDOR or its employees.

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. 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.

Additional Insured: The City of Cedar Rapids, its officers and employees shall be named as additional insured on the CONSULTANT'S, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance. The endorsement adding the City as additional insured should be included with the certificates sent to the City. This provision does not apply to professional liability insurance and workers compensation insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. The Description area of the certificate should state: The City of Cedar Rapids, its officers and employees are named as additional insured. List (Administrative Services - Steam Conversion and Operational Assistance Program) as the scope of services the certificate covers.
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
3851 River Ridge Dr. N.E.
Cedar Rapids IA 52402
4. Certificates may be sent by e-mail, fax (319-286-5130), mail or delivery. A certificate of insurance must be provided to the CITY prior to the execution of this Agreement.

SECTION VIII 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, SUBMITTING FIRM refers to the person or company submitting an offer to sell its goods or services to the CITY.
2. **SUBMITTING FIRM QUALIFICATIONS** - No QUALIFICATIONS 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, Submitting Firms shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service QUALIFICATIONS and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. **SPECIFICATION DEVIATIONS BY THE SUBMITTING FIRM/OFFEROR** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the QUALIFICATIONS 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 Submitting Firm 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 QUALIFICATIONS, the Submitting Firm's name should be clearly shown on each document.
4. **COLLUSIVE QUALIFICATIONS** - The Submitting Firm certifies that the QUALIFICATIONS submitted by said Submitting Firm is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a QUALIFICATIONS 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.
5. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in QUALIFICATIONS documents shall be through written addendum and furnished to all Submitting Firms. Verbal information obtained otherwise will **NOT** be considered in awarding of QUALIFICATIONS.
6. **QUALIFICATIONS CHANGES** - QUALIFICATIONS, amendments thereto, or withdrawal requests received after the time advertised for QUALIFICATIONS Opening, will be void regardless of when they were mailed.
7. **HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees 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.
8. **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).
9. **QUALIFICATIONS REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all QUALIFICATIONS. The City further reserves the right to waive technicalities and formalities in QUALIFICATIONS, as well as to accept in whole or in part such QUALIFICATIONS where it is deemed advisable in protection of the best interests of the City.
10. **PIGGYBACK PROCUREMENT METHOD** - Upon request, the results of this QUALIFICATIONS must be extended to any other City of Cedar Rapids department. In addition, the opportunity to purchase from this QUALIFICATIONS 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.
11. **QUALIFICATIONS CURRENCY/LANGUAGE** - All QUALIFICATIONS prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All QUALIFICATIONS responses must be submitted in English.
12. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.
13. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Submitting Firm in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the QUALIFICATIONS 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.
14. **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.
15. **SUBCONTRACTING** - No portion of this QUALIFICATIONS may be subcontracted without the prior written approval by the City.

16. **ELECTRONIC SUBMITTAL** - Telegraphic and/or QUALIFICATIONS 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 QUALIFICATIONS either by airfreight, postal service, or other means.
17. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the City.
18. **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.
19. **PATENT GUARANTEE** - Submitting Firm shall, with respect to any device or composition of Submitting Firm's design or Submitting Firm'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 Submitting Firm 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.
20. **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 Submitting Firm 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 Submitting Firm, 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 Submitting Firm covered by the award, less payments of compensation previously made.
21. **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.

22. **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 QUALIFICATIONS upon the terms and prices set forth herein.
23. **ASSIGNMENT** - Submitting Firm 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.
24. **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.
25. **EXTENSION** - Any or all of the awards made as a result of this Request for QUALIFICATIONS may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
26. **METHOD OF AWARDDING/QUOTING** - The City reserves the right to make awards based on the entire QUALIFICATIONS or on an individual basis. However if you offer your QUALIFICATIONS based on an "all or none" condition, the City may consider your QUALIFICATIONS non-responsive and reject the entire QUALIFICATIONS.
27. **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.
28. **QUALIFICATIONS INFORMATION IS PUBLIC** - All documents submitted with any QUALIFICATIONS or QUALIFICATIONS 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 QUALIFICATIONS or QUALIFICATIONS, 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 QUALIFICATIONS opportunity.

**Section IX
General Company Information**

Company Name _____

Company Address _____

Business License #: _____

General Description of the Company: _____

Type of Organization (franchise, corporation, partnership, etc.) _____

Number of years in business: _____

References

List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. (Name of firm, address, contact person, phone number)

1. _____

2. _____

3. _____

Personnel

Name and title of employee who will be overseeing the City accounts: _____

Phone _____ Fax _____

Names, titles and years of experience of persons expected to service the City accounts:
