



**REQUEST FOR BID
AERIAL PLATFORM TRUCK – BID #0709-029
CITY OF CEDAR RAPIDS, IOWA – FLEET SERVICES DIVISION
AUGUST 25, 2009**

You are invited to submit a bid for the purchase and delivery of one (1) Aerial Platform Truck, consisting of cab and chassis, vehicle mounted elevating and rotating aerial device and work platform, utility box and warning light package, as requested by the City of Cedar Rapids Fleet Services Division. Equipment shall be new or high quality used, and equipped as described in the manufacturer's published literature and on the attached Bid Specification Sheets. Bidders shall submit a base price less any government discounts available. Price shall include cost of fully assembled vehicle, inspection fees, freight (shipping) fees, and delivery to the address provided completely functional and ready for immediate operation. Delivery of unit shall be FOB destination. It is the intent of the Fleet Services Division to purchase from available dealer stock, "Ready to Deliver".

Sealed bids must be received at City Hall (date and time stamped) by Thursday, September 3, 2009 at 11:00 a.m. (our clock), Central Daylight Time, in order to be considered. **If you wish to bid, please submit your sealed submittal, in a mailing container or envelope which is plainly marked on the outside with the notation 'SEALED BID ENCLOSED – AERIAL PLATFORM TRUCK' due on September 3, 2009 at 11:00 a.m.** City Hall is located at 3851 River Ridge Dr. NE, Cedar Rapids, Iowa. Bids sent via e-mail or facsimile will **not** be accepted.

INSTRUCTIONS TO BIDDERS

Name of the Bid	Aerial Platform Truck
Deadline for Questions	Monday, August 31, 2009 at 11:00 a.m. CDT
Deadline for Bid Submittal	Thursday, September 3, 2009 at 11:00 a.m. CDT
Bids Shall Be Submitted To	Sealed Bid – Aerial Platform Truck City Hall North 3851 River Ridge Dr. NE Cedar Rapids, IA 52402
Method of Submittal	Mail Delivery or In Person. Fax or electronic bids <u>are not</u> acceptable.
Contact Person, Title E-mail Address	Rebecca Johnson, Purchasing Agent r.johnson2@cedar-rapids.org
Phone/ Fax Numbers	Phone: 319-286-5062 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 bidder. Similarly, the City is not

responsible for, and will not open, any bid responses which are received later than the date and time stated above. Late bids shall not be considered and shall be returned to the late bidder unopened.

Any questions about the meaning, the intent or the specifications must be inquired into by the Bidder in writing by Monday, August 31, 2009 at 11:00 a.m. CDT. FAX or E-Mail all questions to Rebecca Johnson 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 Bidders. It shall be the responsibility of each Bidder, prior to submitting their bid, 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, page 9).

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.

Wherever requested throughout this document, a company representative who is authorized to bind the Supplier 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 bids, and to accept in whole or in part, the bid, which, in the judgement of the bid evaluators, is the most responsive and responsible bid.

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

Bids will be opened and read on Thursday, September 3, 2009 at 11:00 a.m. CDT at City Hall, 3851 River Ridge Dr. NE, Cedar Rapids. The main purpose of the bid opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the apparent low bidder(s).

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

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

Respectfully,

Rebecca Johnson

Rebecca Johnson, CPPB, Purchasing Agent
Purchasing Services Division
City of Cedar Rapids
3851 River Ridge Drive NE
Cedar Rapids, IA 52402
Phone: (319) 286-5062
Fax: (319) 286-5130
E-mail: r.johnson2@cedar-rapids.org

SPECIAL TERMS AND CONDITIONS

SCOPE OF WORK

The City of Cedar Rapids is seeking qualified vendors for the purchase of one (1) aerial platform truck. Detailed specifications are included on Attachment A – Bid Submittal Form. It is the intent of the Fleet Services Division to purchase from available dealer stock, “ready to deliver”.

The equipment supplied shall be a new or high quality used and equipped as described in the manufacturer’s published literature and on the attached Bid Specification Sheets. Bidders shall submit a base price less any government discounts available. Price shall include cost of unit, inspection fees, freight (shipping) fees, mounting unit as specified by factory for mounting, with equipment completely functional and ready for immediate operation. Representatives from the dealer will deliver the equipment to the Cedar Rapids Fleet Services Facility and complete the final inspection with Dennis Hogan, Fleet Manager.

Suppliers are encouraged to provide detailed summary sheets along with each Bid Submittal Form, which outline standard and optional features provided to assist the City in evaluation of bids. However, if summary sheets are in conflict with City specifications, it is the bidder’s responsibility to make that clear, in writing, to the City.

The specifications contained herein cover only the general requirements as to the type of equipment required. All parts not specifically mentioned but which are necessary to provide a complete unit shall be provided by the successful bidder at the bid price and shall conform in strength, quality of material and workmanship that is normal to the product being bid.

AWARD CRITERIA

Award of bid shall be made to the lowest responsive and responsible Bidder(s) meeting the specifications set forth herein. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of vendor responsibility and responsiveness:

- A. Superior quality and adherence to specifications;
- B. Service as specified in these bid documents;
- C. Company’s reputation and financial status;
- D. Company’s ability to meet the City’s Insurance Requirements;
- E. Current lead-time quoted;
- F. Guarantees and warranties;
- G. Satisfactory demonstration of equipment;
- H. Past experience and service provided by bidder;
- I. Strength of company’s safety program and history.

The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or “lump sum”; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

TIE BIDS

In case of ties, the City will make the award based on the priority factors as outlined in the City of Cedar Rapids Purchasing Policy Manual.

BID SPECIFICATION FORM

Each bidder shall complete every line on the Bid Specification Sheet (Does not Meet Spec, Meets Spec or Exceeds Spec) and indicate the exact item being bid to meet the minimum specified item. An X, check mark √, or ‘yes’ will indicate the item specified is being provided. All bullet points must be acknowledged with the aforementioned. All exceptions shall be stated no matter how seemingly minor. Any contractor who willfully falsifies responses indicating compliance or non-compliance with the minimum requirements listed below will be subject to suspension and/or debarment from bidding.

DESCRIPTIVE LITERATURE

Bidders shall include the manufacturer's literature that describes the basic or standard equipment to be furnished. Descriptive literature will be used in addition to bid specifications in determining award. However, if literature depicts something in conflict with City bid specifications, it is the bidder's responsibility to make that clear, in writing, to the City.

DELIVERY

The completed unit shall be delivered to Dennis Hogan, City of Cedar Rapids Fleet Manager, by appointment only (phone 286-5860) to the Fleet Services Division located at 1010 First Street NW in Cedar Rapids.

If unit is found satisfactory, full payment will be allowed within thirty (30) days after the delivery of the unit, an invoice and the receipt of the Manufacturer's Statement of Origin. The owner and address on these forms must read: **City of Cedar Rapids, 3851 River Ridge Dr. NE, Cedar Rapids, Iowa 52402.**

For purposes of this quote 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.

The following items will be prepared and delivered to the City of Cedar Rapids at time of delivery:

- Warranty documentation made out to the City of Cedar Rapids;
- All appropriate equipment service instructions and warranty instructions;
- One (1) complete set of manuals is required. Manual set shall include the following:
 - Parts manual
 - Service manual
 - Owners manual
- Keys – four (4) for each lock on vehicle
- Copy of original City Purchase Order
- Manufacturer's Certificate of Origin

The City will withhold payment for the unit until the manuals are delivered as required above. In addition to other factors affecting acceptance, the equipment will not be considered as acceptable to the City of Cedar Rapids if any document listed above has not been prepared and delivered.

Deliver, by appointment only, to:

Dennis Hogan, CAFM
Fleet Services Manager
1010 First Street NW
Cedar Rapids, IA 52405

SIGNAGE – CONTRACTOR/SUPPLIER ADVERTISING

Contractors/Suppliers shall not place any decal, plate, sign, stencil, stamping, molding or marking of any type pertaining to advertisement other than trademarks, trade names or model designation normally installed by the manufacturer on automotive equipment, either automobile or truck, delivered to the City of Cedar Rapids. No accessory item furnished on truck or special body equipment shall advertise the name of the Contractor/Supplier (i.e. mud flaps, etc). If any units are delivered with such advertising, the City reserves the right to refuse delivery of said units or, minimally, to have such markings removed satisfactorily to the City before units are accepted.

EXCEPTIONS TO SPECIFICATIONS

All exceptions shall be stated no matter how seemingly minor. The following requirements shall be strictly adhered to:

- a) Exceptions will be considered if they are equal to or superior to that specified and provided they are listed and fully documented and explained on a separate page that shall be entitled: "EXCEPTIONS TO SPECIFICATIONS". The exception list shall refer to the heading & specification item number (i.e. Engine, item #6);
- b) Bids taking total **exception to specifications** shall not be accepted.
- c) Vehicles will be inspected upon delivery for compliance with specifications. Deviations shall not be allowed and shall be cause for rejection of unit unless they were originally listed in supplier's bid and accepted in writing by the City of Cedar Rapids.

SAFETY EQUIPMENT

The bidder certifies that all items or service delivered herein comply with the Federal Occupational Safety and Health Act of 1970, as applicable.

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. It is expected by the City of Cedar Rapids that bidders will offer expertise on conformance of regulations applying to the products they sell. Failure to assist the City of Cedar Rapids in this area may be just cause for rejection.

TERM OF PAYMENT

The City's procurement card program allows authorized City employees to purchase goods and services using a MasterCard. Please indicate on the Signature Page whether or not your company will accept payment by MasterCard.

Purchases authorized under this contract that are not charged to the City MasterCard will be paid for upon receipt of an original invoice within thirty (30) days and after all products are delivered, inspected and accepted. **Every invoice shall clearly state the city department name and the contact person.**

Invoices shall be addressed as follows:

City of Cedar Rapids
Finance Department
3851 River Ridge Dr. NE
Cedar Rapids, IA 52402

SURCHARGES

Surcharges (i.e. fuel surcharges, restocking fees) shall NOT be allowed to be added to invoices as an additional line item.

INSURANCE REQUIREMENTS

VENDOR, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, workers compensation, general liability, and automobile liability insurance so as to cover all risk which shall arise directly or indirectly from VENDOR'S obligations and activities. The VENDOR shall furnish the CITY with a copy of the declarations page of the VENDOR'S insurance policies if requested by the CITY.

WARRANTY

The supplier warrants that all articles, materials and service performed 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, goods which are not as warranted may be returned at Bidder's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

The successful bidder shall be fully responsible for any and all warranty work, regardless of whether or not manufacturers of the equipment and/or its component parts provide the actual warranty service work. The contractor shall respond to requests for warranty assistance within twenty-four (24) hours.

Bidders shall state in writing the conditions and duration of the warranty in detail on an attachment to the bid. The warranty (dealer, factory and extended) is an important consideration and may be a factor in determining the bid award.

DOCUMENTS TO BE SUBMITTED WITH THIS BID

1. Bid Submittal Form – Attachment A
2. Signature Page – Attachment A
3. Descriptive Literature – as described on page 4
4. Warranty Information – as described on pages 5 and 6

**INSTRUCTIONS TO BIDDERS/OFFERORS
AND 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, Bidder refers to the person or company submitting an offer to sell its goods or services to the CITY. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER/OFFEROR, but may represent different methods of obtaining price and other information from the BIDDER/OFFEROR.
2. **BID TABULATION AVAILABILITY** - Bids will be evaluated promptly after opening. After award, a bid tabulation summary will be sent to all companies who submitted a bid or returned a Statement of No Bid. **NO BID RESULTS WILL BE GIVEN OVER THE TELEPHONE.** No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date.
3. **BIDDER/OFFEROR QUALIFICATIONS** - No Bid 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, Bidders/Offerors shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
4. **BID FORM** - Each Bidder must submit an original Bid and additional copies as required on the forms attached. The Bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind.

With the technological changes, Bidders/Offerors may wish to submit bids electronically on their company's pre-printed forms. However, in order to preserve continuity of the City's terms and to allow businesses not having advanced technical capabilities to participate in the bid and quotation process as well, the City will consider replies NOT on the City's form as non-responsive. Bidders/Offerors may submit additional information and brochures relative to the product(s) for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the City's form.

In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

5. **SPECIFICATION DEVIATIONS BY THE BIDDER/OFFEROR** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Bid 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 Bidder 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

Bids, the Bidder's/Offeror's name should be clearly shown on each document.

6. **BIDDER/OFFEROR REPRESENTATION** - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.
7. **COLLUSIVE BIDDING** - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid 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.
8. **BROCHURES** - Bids 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.
9. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Bid documents shall be through written addendum and furnished to **all** Bidders/Offerors. Verbal information obtained otherwise will **NOT** be considered in awarding of Bids.
10. **BID CHANGES** - Bids, amendments thereto, or withdrawal requests received after the time advertised for Bid Opening, will be void regardless of when they were mailed.
11. **HOLD HARMLESS AGREEMENT** - The Supplier agrees to protect, defend, indemnify and hold harmless the City of Cedar Rapids and 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 Supplier, its employees, subcontractors or any independent contractors working under the direction of either the Supplier or subcontractor in the performance of this contract.
12. **DELIVERY DATE** - The delivery time or completion date, as stated in the Bid Form, shall be the time required to deliver the complete item(s) after the receipt of the order or award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the City, show the delivery time for each item separately.

If only a single delivery time is shown, it will mean that all items included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the delivery will be completed in the time stated, assuming that the time between the Bid Opening and the placing of the order does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the delivery time indicated is considered sufficient to delay the operational needs for which the commodity/service is intended.
13. **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

bid 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.

14. **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).
15. **BID REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the City.
16. **PIGGYBACK PROCUREMENT METHOD** – Upon request, the results of this bid must be extended to any other City of Cedar Rapids department. In addition, the opportunity to purchase from this bid 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.
17. **PURCHASE ORDERS AND INVOICES** - When a bid is awarded and may be used on a Citywide basis or by a cooperative purchasing group, individual purchase orders will be assigned to the successful Bidder(s)/Offeror(s) from the departments and/or jurisdictions which are not part of the CITY, but which are participating in a joint bid. Invoices from the Bidder must be submitted to the actual requestor for each purchase made by a department or outside jurisdiction, and must reflect the corresponding purchase order.
18. **BID CURRENCY/LANGUAGE** - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate.

All bid responses must be submitted in English.
19. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.
20. **MODIFICATION, ADDENDA AND INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid 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.
21. **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.
22. **SUBCONTRACTING** - No portion of this Bid may be subcontracted without the prior written approval by the City.
23. **TELEGRAPHIC/ELECTRONIC BID SUBMITTAL** - Telegraphic and/or bid 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 bid either by airfreight, postal service, or other means.
24. **MISCELLANEOUS** - The City reserves the right to reject any and all bids or parts thereof. The City reserves the right to inspect Supplier's facilities prior to the award of this bid. The City reserves the right to negotiate optional items with the successful Bidder.
25. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the City.
26. **OVERSHIPMENTS, UNDERSHIPMENTS** - Material shipped in excess of quantity ordered may be returned at Bidder's/Offeror's expense. Similarly, when undershipments are received, the City reserves the right to leave the purchase order/contract open until goods/services are received, or to close the transaction if more cost effective for the City.
27. **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.
28. **PATENT GUARANTEE** - Bidder shall, with respect to any device or composition of Bidder's/Offeror's design or Bidder's/Offeror'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 Bidder 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.
29. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Bidder 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 Bidder 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 Bidder shall, at the option of the City, become its property, and the successful Bidder 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.
30. **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 Bidder/Offer or 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 Bidder, 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 Bidder covered by the award, less payments of compensation previously made.

31. **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 therefor; 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.

32. **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 bid upon the terms and prices set forth herein.
33. **ASSIGNMENT** - Bidder 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.
34. **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.
35. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this bid 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.

36. **TIME PERIOD** - Prices are to be honored for the time period stated in your response on the Signature Page.

37. **EXTENSION** - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
38. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
39. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
40. **METHOD OF AWARDDING/QUOTING** - The City reserves the right to make awards based on the entire bid or on an individual basis. However if you offer your bid based on an "all or none" condition, the City may consider your bid non-responsive and reject the entire bid.
41. **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.
42. **BID INFORMATION IS PUBLIC** - All documents submitted with any bid 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 bid 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 bid opportunity.
43. **PURCHASE ORDER** - Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.