



**REQUEST FOR BID
ELEVATOR REPAIR SERVICES – BID #0709-004
CITY OF CEDAR RAPIDS, IOWA
July 15, 2009**

The City of Cedar Rapids is seeking a qualified Contractor to perform permanent repairs for two (2) flood damaged Montgomery traction passenger elevators to full functionality located at the Cedar Rapids Fourth Avenue Parkade Facility.

Sealed bids must be received in the Office of the City Clerk (date and time stamped) by Wednesday, July 29, 2009 at 11:00 am (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 – 4th Ave. Parkade Elevator Repair, #0709-004’ due on July 29, 2009 at 11:00 am, CDT.** The City Clerk’s office is located at 3851 River Ridge Drive NE, Cedar Rapids, Iowa. Bids will **not be received** in any office or department but that of the City Clerk, and bids sent electronically or via facsimile will **not** be accepted.

INSTRUCTIONS TO BIDDERS

Name of the Bid	Elevator Repair Services
Prebid Meeting	Wednesday, July 22, 2009 at 1:00 pm
Deadline for Questions	Friday, July 24, 2009 at 11:00 am, CDT
Deadline for Bid Submittal	Wednesday, July 29, 2009 at 11:00 am, CDT
Bids Shall Be Submitted To Address <u>exactly</u> as stated→→→	Sealed Bid – 4th Ave Parkade Elevator Repair, #0709-004 City of Cedar Rapids 3851 River Ridge Drive NE Cedar Rapids, IA 52402
Method of Submittal	Mail Delivery, In Person Fax and electronic bids are <u>not</u> acceptable.
Contact Person, Title E-mail Address	Judy Lehman, CPPB - Manager, Purchasing Services Division j.lehman@cedar-rapids.org
Phone/ Fax Numbers	Phone: 319-286-5022 Fax: 319-286-5130

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the 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 Friday, July 24, 2009 at 11:00 am, CDT. FAX or E-Mail all questions to Judy Lehman in the Purchasing Services Division (fax and e-mail information listed above). Any and all questions will be responded to in the form of written addenda to all 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 Bid Submittal Form (Attachment A).

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

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 publicly opened in the Conference Room, City Hall, 3851 River Ridge Drive NE, Cedar Rapids on Wednesday, July 29, 2009 at 11:00 am, CDT. 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. Bid results **will not be given** over the telephone and will not be given out prior to award. 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's Risk Manager.

Respectfully,

Judy Lehman

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

SPECIAL TERMS AND CONDITIONS

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. Length of time committed for firm pricing;
- G. Guarantees and warranties;
- H. Past experience and service provided by bidder;
- I. Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services and provide the products specified.

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.

PRE-BID MEETING

In addition to the information contained in the Request for Bid, a pre-bid meeting will be held on Wednesday, July 22, 2009 at 1:00 pm, CDT at the Fourth Avenue Parkade, 349 4th Avenue SE, Cedar Rapids, IA. Immediately after we are finished at the Fourth Avenue Parkade, we will drive to the GTC Parkade. The City is inviting all bidders to attend this meeting to examine the work areas and equipment, ask specific questions and request clarifications on the specification portion of this bid document.

BACKGROUND

Starting the week of June 9, 2008, Cedar Rapids experienced flooding of catastrophic historic proportions. The Cedar River crested June 13 at 31.12 ft, 19.12 ft above flood stage and 11.12 ft above the previous record set in 1929. The floods impacted over 7,000 parcels of land.

This flooding event infiltrated well past the 100 and 500 year flood plains, making it unpredictable by today's standards. While properties throughout Cedar Rapids along floodways were impacted, most of the damage occurred in the downtown business district and the surrounding neighborhoods. The flood impacted many city owned facilities.

The Cedar Rapids Fourth Avenue Parkade Facility took on 16 inches of floodwater at the ground floor entrance to the parkade. At the time of the flood, the elevator cars were not immersed in water. However, some time after the flood there was a leak in the steam heat system in the elevator pit and the east elevator has suffered some damage due to this leak.

SCOPE OF WORK

The City of Cedar Rapids is seeking a qualified Contractor to replace components for the flood-damaged elevators as described below. The Contractor shall supply all labor, materials, services, insurance, permits, licenses and equipment necessary to carry out the work in accordance with all applicable Federal, State and local regulations and the specifications stated

in this document. All repairs for this project are to be considered permanent repairs, not temporary.

Description of Elevators

Two Duplex Traction Passenger Elevators

Mfg: Montgomery

Car #1: State ID 7122

Car #2: State ID 7124

3000 lbs / 350 FPM

Landings: 1, 2, 3, 4, 5, 6, 7, 8, 9

Travel: 78'

208 volts (field verify)

5 - 1/2" hoist ropes

1 - 1/2" governor rope

Center Opening Doors - 42" wide x 7' 0" high - MAC Operator

Platform: 5' 6" F to B x 6' 10" Wide

DBG 87"

Overhead Machine

OH: 15'

Pit: 5' 3"

Installation: 1989

Cab Ht: 96"

Roller Guides

15# car rails - 8# counterweight rails

Total weight of car and safeties - 3750 lbs

Oil buffers car and counterweight - 8.62" stroke both car and counterweight

The following specifications are designed to cover the necessary repairs to two (2) Montgomery traction elevators due to water damage.

Description of Cleaning Work

Prior to working on the elevators the following work will be done inside the hoistway:

1. All vertical and horizontal surfaces below the waterline shall be thoroughly cleaned utilizing a pressure washer with no less than 3,500 psi water pressure at the tip.
2. Once the shaft (walls and pit floor) have been allowed to dry completely, fog the shaft with a biocide agent (ie., Fiberlock- 'Shockwave') or approved equal.
3. Once the biocide has been allowed to air dry, the shaft walls below the waterline and pit floor shall be encapsulated with a biocide containing (ie., Fiberlock- 'Aftersock') or approved equal.

Persons performing the Level I Cleaning shall comply with the following:

1. Personnel trained in the handling of contaminated materials shall be equipped with:
 - a. Half-face negative pressure respirators with high efficiency particulate air (HEPA) filter cartridges should be donned when working in the shaft.
 - b. Disposable protective clothing covering both head and shoes.
 - c. Rubber gloves.
 - d. All other PPE as may be necessary to protect the health and safety of all personnel

2. Contaminated materials in the bottom of the pit should be properly removed from the building in sealed plastic bags. The outside of the bags should be cleaned with a damp cloth and biocide chemical or HEPA vacuumed in the decontamination chamber prior to their transport to uncontaminated areas of the building. There are no special requirements for the disposal of mold contaminated waste.

Prior to performing the elevator work the contractor will also perform the following work:

1. Contractor will have an electrician clean the main power and car lighting disconnects in the machine room and their connections at their power source.
2. Contractor will have an electrician meg the power source connections in the machine room to verify the wire is capable to handle the required load.
3. Contractor will have an electrician check the outlets in the machine room and elevator pits to verify that the required voltage is proper.

Description of Elevator Repair Work

1. Replace rusted sill strut angle brackets at first floor (both elevators).
2. Replace existing governor ropes with new steel ropes specifically designed for elevator use (both elevators). Clean, lubricate and paint governor tail sheaves.
3. Install new pit stop switches and leveling and limit switches in both elevator pits.
4. Clean, sand and paint all metal pit equipment including, but not limited to, pit ladders, divider beam, counterweight guard and rails.
5. Install new oil buffers for the cars and counterweights.
6. Install new rollers on all roller guides, car and counterweight.
7. Remove the existing elevator car door safety mechanisms and install new 3-D infrared door protection devices (both elevators).
8. East elevator only – Remove the existing tile floor from the elevator cab, sand the top of the car platform and apply one coat of rust resistant enamel paint. Install new 1/8" thick brushed aluminum checker-plate flooring.
9. East elevator only – Clean elevator car interior, remove existing elevator car light diffuser panels and install new lumacite diffuser panels.
10. East elevator only – Remove existing elevator car buttons, telephone, emergency light, car direction indicator and car position indicator. Install new buttons, telephone, emergency light, car direction indicator and car position indicator in existing car operating panel to match existing fixtures.
11. East elevator only – Remove the existing traveling cable and install new traveling cable, the cable will have a minimum of 10% spare wires and will include three (3) shielded spare cables for future use. Install new wiring on elevator car.

12. East car only – Remove the existing door operator and replace with new MAC closed loop door operator. Install new car door rollers, remove the rust from existing car door track and properly lubricate.
13. East car only – Remove the existing car top landing system and install new system of same style.
14. Clean and properly lubricate the existing elevator car safeties.
15. Clean and lubricate all hoistway and car door tracks and rollers.
16. Clean all hoistway and car door sills.
17. Install new hoistway door gibs at first floor.
18. Clean and properly lubricate the existing hoist ropes.
19. Clean car tops.
20. Clean and lubricate door operators.
21. Clean all hoistway door locks.
22. Clean and sand existing machine brake drums.
23. Clean elevator controllers.
24. Cut a hole in the elevator cab ceiling (both elevators) and install a ceiling mounted fan forced air heater (Quality Elevator Products, Inc. Model QCH-1151). The heater will be properly wired.
25. Install a water level detection device (similar to Pumpbiz model FF-98 Floodfree) in the back corner of the elevator pit. The device will be adjustable, set at approximately 12” above the pit floor. The device will be plugged into the pit 110 volt outlet. When the water level is detected an alarm will sound in the hoistway and both elevators will be sent to the skywalk level where they will park until the water level in the pit is alleviated.
26. Perform a five year full load safety test on both elevators per ANSI Rule 8.11.

The apparent silence of this specification and supplemental specification as to any detailed description concerning any point, shall be regarded as meaning that only best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

CONTRACT

A Letter of Agreement and a purchase order which are prepared by the City and signed by the City Manager shall become the documents that authorize the contract to begin, assuming the insurance requirements (if applicable) have been met. Each section contained herein, any addenda and the response from the successful bidder shall also be incorporated by reference into the resulting agreement.

RETAINAGE

Up until either 30 days after the work is accepted by the City or until early release of retainage is requested and approved in accordance with Iowa Code Chapter 26, Owner shall retain 5% of the value of the work completed.

BONDS AND INSURANCE

Contractor shall provide a certificate of insurance with their bid submittal in accordance with the requirements listed on page 9 of 12. In addition, a payment and performance bond equal to the bid price of the contract is required within 10 days of award of this contract. See Bond Forms (Attachment D).

CONTRACTORS EMPLOYEES

Any person making deliveries to or working at City facilities must be identifiable by uniform, proper identification and/or a marked vehicle and present an alert and well-groomed appearance. The Contractor shall only furnish employees who are competent and skilled for work under this contract.

If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

PERMITS/LICENSES

Contractor is responsible for all permits and/or licenses to perform the duties of this contract.

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 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.

SAFETY

Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, equipment and furnishings shall be protected by the bidder from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor. The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

SAFETY EQUIPMENT

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

SUBCONTRACTS – ASSIGNMENTS

No part of this project will be subcontracted or assigned without prior written consent of the City, excluding any emergency work. Any subcontractor or assignee must meet the same qualifications in their field as the prime Contractor. Contractor shall be responsible for any payments to subcontractors. Subcontractors must meet all requirements as specified in this contract (i.e. training, safety, insurance, etc).

TOOLS AND EQUIPMENT

The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools and all other items necessary for and incidental to executing and completing all required work. Contractor shall provide all required tools, equipment, consumable products and testing instruments needed for the job. Tools and test equipment requiring regular calibration shall carry tags or stickers identifying the last date of calibration and calibration agency.

USE OF TRASH CONTAINERS

The City of Cedar Rapids does not allow Contractors to utilize on-site trash bins paid for by the City of Cedar Rapids. Contractors are responsible for removing and disposing of debris.

SURCHARGES

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

TERM OF PAYMENT

Payment will be made to the Contractor within 50 days of satisfactory completion of the job and upon receipt of a properly documented invoice. Invoices shall be addressed as follows:

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

WARRANTY

Attach an explanation of the warranty that your company provides for the work and the warranty period for all parts.

- | ATTACHMENTS AND DOCUMENTS TO BE SUBMITTED | |
|--|--|
| 1. | ATTACHMENT A – Bid Submittal Form |
| 2. | ATTACHMENT B – Signature Page |
| 3. | ATTACHMENT C – General Company Information |
| 4. | ATTACHMENT D– Sample Payment and Performance Bonds – Within 10 days of award |
| 5. | Warranty Information (Parts and service) |
| 6. | Certificate of Insurance –Requirements listed on Page 9 |

CITY OF CEDAR RAPIDS INSURANCE REQUIREMENTS

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

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the VENDOR'S employees carrying out the work involved in this contract.
2. **General Liability Insurance** with limits of at least \$5,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the VENDOR or its employees carrying out the work involved in this contract.
3. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the VENDOR or its employees.

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

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 and not claims made form. The VENDOR shall be responsible for deductibles and self-insured retentions in the VENDOR'S insurance policies.

Additional Insured: The City of Cedar Rapids, its officers and employees shall be named as additional insureds on the VENDOR'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 insureds. List **(Elevator Repair Services)** as the project that the certificate covers.
2. The minimum liability limits required by the CITY are: **(\$5,000,000)**. This must be **occurrence form** liability coverage.
3. The following address must appear in the Certificate Holder section:
City of Cedar Rapids, Purchasing Services Division
3851 River Ridge Dr. N.E.
Cedar Rapids IA 52402
4. Certificates may be sent by e-mail, fax (319-286-5130), mail or delivery to the attention of Judy Lehman. A certificate of insurance must be provided to the CITY prior to the execution of this Agreement.
5. During the term of the Agreement, VENDOR shall provide the CITY with renewal certificates of insurance 20 days prior to policy expiration dates.

**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 AWARDED/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.