



CEDAR RAPIDS

City Of Five Seasons

Request for Proposal

June 4, 2009

**PROJECT MANAGEMENT SERVICES
FLOOD RECOVERY
PROPOSAL #0509-323
City of Cedar Rapids, Iowa**

Prepared by
City of Cedar Rapids
Purchasing Services Division

**SECTION I
NOTICE OF REQUEST FOR PROPOSALS**

1.0 Receipt and Opening of Proposals

1.0.1 All proposals must be received in a sealed envelope in City Hall (date and time stamped) by Thursday, June 25, 2009 at 11:00 am (our clock), Central Daylight Time, in order to be considered. City Hall is located at 3851 River Ridge Dr. NE, Cedar Rapids, Iowa. Proposals sent electronically or via facsimile will not be accepted. If a proposal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation '**SEALED RFP – PROJECT MANAGEMENT SERVICES**' due on, **June 25, 2009 at 11:00 am, CDT.**

1.1 RFP Timeline

Name of the Proposal	PROJECT MANAGEMENT SERVICES
Date of Issuance	Thursday, June 4, 2009
Deadline for Questions	Friday, June 19, 2009 at 11:00 am, CDT
Deadline for Proposal Submittal	Thursday, June 25, 2009 at 11:00 am, CDT
Submit Sealed Proposal to:	Sealed RFP - PROJECT MANAGEMENT SERVICES City Hall 3851 River Ridge Dr. NE Cedar Rapids IA 52402
Method of Submittal	Mail or Overnight Delivery, In Person Electronic or fax proposals are not acceptable
Contact Person, Title E-mail Address	Judy Lehman, CPPB – Purchasing Manager j.lehman@cedar-rapids.org
Phone/ Fax Numbers	Phone: 319-286-5022 Fax: 319-286-5130

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

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

1.4 Proposals will be opened on Thursday, June 25, 2009 at 11:00 am (our clock) CDT in City Hall, 3851 River Ridge Dr. NE, Cedar Rapids. Only the names of companies who submitted proposals will be revealed. The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the awarded proposal(s).

1.5 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone. Proposals may be withdrawn anytime prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II INSTRUCTIONS TO PROPOSERS

- 2.0 Wherever requested throughout this document, a company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the City that you have read, understand and will comply with the Instructions and all Terms and Conditions attached hereto. The City of Cedar Rapids reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
- 2.1 A Certificate of Insurance must be on file and approved by the City's Risk Manager before this project can begin. All Companies are required to submit a Certificate of Insurance with the proposal. (See page 8 of 10, which details the exact requirements of the City).
- 2.2 This Request for Proposal does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
- 2.3 Addenda
- 2.3.1 Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by Friday, June 19, 2009 at 11:00 am, CDT. FAX or E-MAIL all questions to Judy Lehman (319/286-5130 or j.lehman@cedar-rapids.org). Any and all questions will be responded to in the form of written addenda to all Companies. 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 B). All Addenda will be posted on the City's website, <http://www.cedar-rapids.org/purchasing/bids.asp>. It is the Proposer's responsibility to check for addenda.
- 2.4 Important Exceptions to Contract Documents - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on the Signature Page. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
- 2.5 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification by reason of "non responsiveness".

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.0 Term of Contract
- 3.0.1 The initial term of the contract shall be for one (1) year anticipated to be July 9, 2009 to June 30, 2010.
- 3.0.2 The City and the Contractor may renew the original contract for six (6) month time periods by mutual agreement. Thirty (30) days notice must be given to renew the contract for additional increments.
- 3.0.3 A Letter of Agreement, prepared by the City and signed by the City Manager, shall become the document that authorizes the contract to begin, assuming the insurance requirements 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. Similar services may be added and pricing negotiated during the term of the contract.
- 3.0.4 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.
- 3.1 Agreement Forms
- 3.1.1 If a Proposer intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this contract, the form must be submitted with the proposal for review by the City's legal counsel during the evaluation of proposals. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.
- 3.1.2 Proposers are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses.
- 3.1.3 If no agreement form is included with the proposal, no such form will be approved by the City during the evaluation or award processes, or following award of contract.

3.2 TERM OF PAYMENT

Services authorized under this contract shall be submitted on a monthly basis and will be paid upon receipt of an original invoice within sixty (60) days and after services are delivered and accepted. **The invoice shall clearly state a detailed description of the work performed, the staff member name, the billable hourly rate and the number of hours.**

Invoices shall be addressed as follows:
City of Cedar Rapids Finance Department
AP Division
3851 River Ridge Dr. NE
Cedar Rapids, IA 52402

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

SECTION IV - TECHNICAL INSTRUCTIONS AND REQUIREMENTS

4.0 Background

4.0.1 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 three hundred twenty-five City of Cedar Rapids facilities. A partial list of those that experienced substantial loss include the Veterans Memorial Building/City Hall, the Public Library, the Public Works Facility, the Central Fire Station, the Animal Control Facility, the Transit Facility and Bus Garage, the Water Pollution Control Facility, the Paramount Theatre, the US Cellular Center and a recreation center.

4.1 Scope of Work

The City of Cedar Rapids is seeking a qualified Consultant to provide project management services to assist the City in coordinating its ongoing recovery from flood damage to City properties. The Consultant shall provide advice on continued development of a disaster recovery strategy, and provide services including the scheduling of contractors for the continued remediation and monitoring phase, review the accuracy of contractor's invoices, provide project management for the construction estimating phase, the design phase and construction management phase of building repair and reconstruction. It is important to fully understand and execute separate tracking of FEMA eligible and ineligible costs. Experience in development of financial protocols, including advice on accounts payables (checks and balances), financial tracking, budgeting, standby letters of credit and issuance of bonds. Consultant's experience for relationship building with Common Council, boards of trustees and commissions, is desirable. All services pursuant to this project shall be provided and performed in accordance with generally accepted standard of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of the governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the Contractor. The Consultant shall appoint a Project Manager for the overall coordination and communication with the City. This manager shall remain on the job at all times as required by the City. Preference shall be given for familiarity with the City of Cedar Rapids buildings, building types and remediation efforts to date. Hands-on experience with redevelopment projects and program management for local governments is preferred.

4.2 Silence of Specifications – Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

4.3 Expenses

The City agrees to reimburse the CONTRACTOR for air travel, not to exceed the coach class rate over the term of this agreement. Air travel must be documented by airline flight itinerary and an airline receipt per trip is required for each individual that travels via air to Cedar Rapids. The receipts shall include the following information; airline name, unit and total price, date purchased, date used, traveler's name, origin city and destination city and be submitted for payment approval within sixty (60) days from the

date the expense was incurred. The frequency of air travel will be negotiated prior to the execution of an agreement. All other expenses shall be included in the hourly rates that are proposed.

- 4.4 Office Space -Office space is provided by the City for the contract term.

SECTION V METHOD OF EVALUATION

- 5.0 Contract Award - Any contract award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.
- 5.0.1 Award of contract shall be made to the most responsible and responsive proposal from a Company whose proposal offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City may select a Proposer based on an "all or none" proposal, on individual responses, or as is otherwise deemed to be in the best interest of the City.
- 5.1 Proposal Evaluation Criteria - In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal. The following is a partial list of the criteria that may be used in our determination of company responsibility and responsiveness:
- 5.1.1 Qualifications and Experience
- 5.1.1.1 Years of Experience of Key Personnel
- 5.1.1.2 Feedback from References
- 5.1.1.3 Knowledge and experience with catastrophic flood related losses and a solid understanding of the Cedar Rapids flood event.
- 5.1.2 Cost
- 5.1.3 Company Responsiveness to RFP
- 5.1.3.1 Total scope of services offered
- 5.1.3.2 Responses to overall proposal and compliance with submission guidelines
- 5.1.3.3 Proposal presentation (completeness, organization, appearance, etc.)
- 5.2 The City of Cedar Rapids reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.
- 5.3 Financial terms will not be the sole determining factor in the award. To determine the award the City will use a proposal evaluation method that will enable them to award a contract to the Proposer offering services and experience that represents the best overall value to the City.
- 5.4 Proposal Evaluation Procedures - Proposals will be evaluated by a Proposal Evaluation Team (hereinafter referred to as the Team) using the "Proposal Evaluation Criteria" as listed above. Members will be from the Finance Department and the Purchasing Services Department.
- 5.4.1 Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the City's requirements. Each prospective company is assured that any proposal submitted will be evaluated using the best available information and without any forgone conclusions.
- 5.4.2 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 proposal.
- 5.4.3 The Team may arrange demonstrations and/or conference calls with representatives of the companies whose proposals are deemed to be within the "competitive range." The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best

overall value. In addition, each Proposer deemed to be within the competitive range may be invited to submit a “best and final offer” if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation.

- 5.5 A Proposer’s submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.
- 5.6 Following the evaluation process, the award process is as follows; a Resolution will be prepared and submitted to the City Council for its approval. Upon City Council approval, the Resolution and the Letter of Agreement will be executed by the City Manager, and then a purchase order will be issued to the successful Proposer, which will be the document that authorizes the Contract to commence.

**SECTION VI
FINANCIAL AND NON-FINANCIAL PROPOSAL**

- 6.0 Financial Proposal: This portion of the Company’s proposal shall include ONLY the proposed cost. Please list each proposed staff member by title, the “not to exceed” hours per week, the estimated percentage of indirect/direct costs and the billable rate.
 - The definition of direct cost is allocated charges directly to Project Worksheets.
 - The definition of indirect cost is charges not directly charged to Project Worksheets such as meetings, setting up tracking system, etc.
- 7.0 The only reimbursable expense will be air travel as described on page 5 of 10. Include in your financial proposal a “not to exceed” detailed listing of reimbursable expense for air travel.

Please use this exact format for your Financial Proposal.

Title <u>and</u> Description of Work List each person proposed for the project	Hrs/Week Not to exceed	Est. % Direct Cost	Est % Indirect Cost	Billable Rate/Hr
Example: Director	40	90%	10%	\$ 50.00

- 8.0 Non-Financial Proposal: This portion of the proposal may be organized in a format determined by the Proposer, but should include all materials of the proposal relating to the service proposed, specifications, requirements, warranty, service plan, experience, qualifications and other information of a non-financial nature.

DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL

Item	Page
<input type="checkbox"/> Financial Proposal - Schedule of Prices/Positions	7
<input type="checkbox"/> Non-Financial Proposal, Including Implementation Schedule and Attachment C – Experience Checklist	7 Attachment C
<input type="checkbox"/> Attachment A - General Company Information	Attachment A
<input type="checkbox"/> Attachment B - Signature Page	Attachment B
<input type="checkbox"/> Certificate of Insurance (Refer to the requirements on pg.8 of 10)	8

SECTION VII INSURANCE REQUIREMENTS

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

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the VENDOR'S employees carrying out the work involved in this contract.
2. **General Liability Insurance** with limits of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the 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.
4. **Professional Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all work performed by the CONSULTANT, its employees, subcontractors, or independent contractors. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the CONSULTANT continuing to furnish the CITY certificates of insurance.

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. 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 insureds on the VENDOR'S, subcontractor's, and independent contractor's general and automobile liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance and professional liability 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 **(Project Management Services-Flood Recovery)** 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
Purchasing Services Department
3851 River Ridge Dr. N.E.
Cedar Rapids IA 52402

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

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, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the CITY.
2. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. **SPECIFICATION DEVIATIONS BY THE PROPOSER/OFFEROR** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
4. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
5. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
6. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
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. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Proposals. The City further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the City.
10. **PIGGYBACK PROCUREMENT METHOD** - Upon request, the results of this proposal must be extended to any other City of Cedar Rapids department. In addition, the opportunity to purchase from this proposal may be extended to other government entities within Linn County. Any such usage must be in accordance with the policies of the respective entity and with the approval of the Contractor. The Contractor may determine it is necessary to charge delivery fees for entities located outside of the Cedar Rapids metro area. The City is not an agent of, partner to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such piggyback procurements.
11. **PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.
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 Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
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 Proposal may be subcontracted without the prior written approval by the City.
16. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.

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** - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the City, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the City.
20. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the City, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Supplier and the City may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the City from the successful Supplier is determined.
21. **TERMINATION OF AWARD FOR CONVENIENCE** - The City may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the City, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the City as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.
22. **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.
23. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.
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 Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
26. **METHOD OF AWARDING/QUOTING** - The City reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the City may consider your proposal non-responsive and reject the entire proposal. The City reserves the right to reject any and all proposals or parts thereof. The City reserves the right to inspect Supplier's facilities prior to the award of this proposal. The City reserves the right to negotiate optional items with the successful Proposer
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. **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Cedar Rapids in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the City of Cedar Rapids and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Rapids and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Rapids arising from any proposal opportunity.