

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



CEDAR RAPIDS

City Of Five Seasons

Request for Proposals

August 5, 2009

**ADMINISTRATIVE SERVICES
for the
JUMPSTART BUSINESS RENTAL ASSISTANCE
PROGRAM**

“Coordinate with the City to design and implement the intake process, application processing & review, preparation & distribution of program awards, administration of grant funds, and preparation of grant reporting”

**Prepared by
Cedar Rapids Department of Community Development**

**SECTION I
NOTICE OF REQUEST FOR PROPOSALS**

1.1 Notice of Request for Proposals.

The City of Cedar Rapids, Iowa is seeking an experienced administrator to design and implement an intake system, application intake & review, preparation & distribution of program awards, administration of grant funds, and grant reporting for the IDED Jumpstart Business Rental Assistance Program. The State has committed nearly \$7.5 million to assist businesses through rental assistance grants of 6 months rental for businesses that locate and remain within the June 2008 flood impacted areas. The selected administrator will work with the City and key stakeholders to establish the application intake process, payment of grant awards, and grant administration services.

Notice is hereby given that Proposals will be received until **11:00 am on Tuesday, August 25, 2009 CDT**, at the Office of the City Clerk (dated and time stamped), in the City Hall, 3851 River Ridge Drive, NE for the **Jumpstart Business Rental Assistance Program**.

1.1 RFP Timeline

Name of the Project	Jumpstart Business Rental Assistance Program
Date of Issuance	August 5, 2009
Deadline for Submittal of Questions	Friday, August 14, 2009, 5:00 pm CDT
Response to Questions	Monday, August 17 2009, 4:00 pm CDT
Deadline for Submittal	Tuesday, August 25 , 2009, 11:00 am CDT
Recommendation for Award	On or about September 9, 2009
Submit to:	Office of the City Clerk City Hall – North 3851 River Ridge Dr. NE Cedar Rapids, IA 52402
Contact Persons, Title, Phone, and Email	Richard Luther, Development Operations Manager (319) 286-4046 r.luther@cedar-rapids.org Jennifer Pratt, Development Coordinator (319) 286-5047 j.pratt@cedar-rapids.org Department FAX: (319) 286-5030

SECTION II BACKGROUND, GOALS, AND PROJECT SCOPE

2.0 Background

Cedar Rapids, Iowa is a vital community of 120,000 residents located in east central Iowa along the Red Cedar River within the Technology Corridor that includes Iowa City and the University of Iowa. The community is served by Interstate 380, State Highway 30, State Highway 151, and I-80 about 25 miles to the south. The Eastern Iowa Airport, located within Cedar Rapids, provides non-stop flights to Atlanta, Chicago, Dallas-Ft. Worth, Denver, Cincinnati, Minneapolis, New York City, St. Louis, Las Vegas, Orlando, and Phoenix. Cedar Rapids is experiencing significant growth with both new commercial and residential development. We invite you to visit our websites at www.cedar-rapids.org, the Chamber of Commerce at www.cedarrapids.org, and the Technology Corridor at www.tech-corridor.com.

Cedar Rapids was deeply affected by the 2008 Flood. 5,390 residential properties were damaged in the flood. For information on the flood please visit www.corridorrecovery.org, or the State of Iowa's flood page at the Rebuild Iowa Office <http://rio.iowa.gov/>.

The Jumpstart Business Rental Assistance Program is intended to provide direct assistance for businesses locating and remaining within the June 2008 flood impacted area through 6 months of rental grant payments. The State is providing an initial \$7.5 million in resources for this program, however, it is anticipated that additional funding could be provided in the event that the actual need and expenditures of this program exceeds the initial allocation. Funds are provided through the State of Iowa CDBG disaster allocation.

The City is now ready to coordinate with an experienced administrator to create an intake process, application eligibility review, grant payment distribution, and grant reporting requirements. The City anticipates that the expected administrative fee will not exceed 2% of this initial \$7.5 million allocation. Proposed cost for third party administrator services should be provided both as hourly and expense costs for administering the program and an expected average cost per application.

The framework established for the Jumpstart Business Rental Assistance Program may also be applied to future allocations of state or federal business assistance dollars.

2.1 Goals for Jumpstart Business Rental Assistance Program

The City's goals for the Housing Disaster Recovery Financial Assistance Program include:

- 2.1.1 Efficient and timely application intake and review.
- 2.1.2 Distribution of Customer Service Survey cards that are returned directly to the City of Cedar Rapids Office of the City Manager.
- 2.1.3 Timely grant payments and distribution to qualified businesses.
- 2.1.3 Consistent and timely communications with the City and state agencies regarding administration of the grant program.
- 2.1.4 Creation of regular status reports and program information.
- 2.1.5 Grant close-out information and report.

2.2 General Project Scope

The administrator selected through the RFP process will administer the Iowa Department of Economic Development JumpStart Business Rental Assistance Program that is funded through a state allocation of Community Development Block Grant funds provided to the City of Cedar Rapids for rental assistance to eligible businesses that locate within the June 2008 flood impacted area. The selected administrator will provide a full range of administrative services related to the JumpStart Business Rental Assistance Program including providing public information regarding the program, program application review and eligibility determination, processing and disbursement of grant awards, program reports and data entry on IDED Service Point software, and related reports and close out documents.

It should be noted that the program is currently underway with applications being taken and processed through an interim third party administrator. The administrator selected through this RFP process will assume the existing program files.

The selected administrator will be expected to work closely with the principle stakeholders, consisting of business owners and representatives, the Small Business Development Center, the Small Business Recovery Group, and information technology staff for CorridorRecovery.org. Additionally, the administrator is expected to have knowledge of state and federal programs including CDBG regulations. The selected administrator must also be available, if needed, to report on progress and goals, including monthly written and oral reports to City Council and staff.

The selected administrator will not be compensated for any costs related to preparation of development concepts unless specified by written agreement.

2.2.1 Desired Administrator Contribution

- a. The administrator must demonstrate the experience necessary to organize and deliver a high quality intake system.
- b. The administrator is expected to demonstrate exceptional design and customer service standards, including an audit or reporting mechanism for customer feedback.
- c. The administrator is expected to identify and ensure business eligibility and document requirements of the funding program.
- d. The administrator is expected to demonstrate ability to work successfully with community members and city officials.
- e. The administrator will be required to demonstrate an adequate and established inventory system for personal data collection, including protection of confidential and/or private data.
- f. The administrator will be required to accurately record and disburse funds after eligibility and selection criteria are met, including a mechanism for City review of expended funds.
- g. The administrator will demonstrate successful experience in administering state and federal grant programs including, but not limited to, Community Development Block Grants.

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

2.2.2 City of Cedar Rapids Contribution

- a. The City will provide resources necessary subject to terms of a Purchase and Development Agreement.
- b. The City will assist in designing necessary development reviews process and approvals.

SECTION III

SUBMITTAL REQUIREMENTS AND METHOD OF EVALUATION

3.0 Non Financial Submittal Requirements

- 3.0.1 General information: Provide a description of your firm, including organizational structure, location of principal office, years in business, number of employees, and other pertinent information including the capacity to administer the program.
- 3.0.2 Key personnel and roles: Name of the principal or project manager in your firm who will have direct and continued responsibility for the services provided to the City. This person will serve as the firm's first point-of-contact on all matters dealing with services, handling day-to-day activities through the planning and implementation process.
 - a. Outline of responsibilities/roles of your firm's personnel, if different from the principal or project manager.
 - b. Resumes of assigned personnel.
- 3.0.3 Experience: Describe similar projects and provide references from City officials, including a name and current contact information.
- 3.0.4 Work Space Requirements: The City will not provide work space and the administrator is responsible for obtaining suitable space to provide services – including public access to services.
- 3.0.5 Timeline: Time is of the essence for this project. Submit a detailed timeline of exactly how you will approach the project, an estimate of the number of applications to be processed, and how soon you can begin work after the contract award. It is noted that the program is already underway with application intakes being processed.

3.1 Financial Submittal Requirements

- 3.1.1 Pricing shall be submitted on a service time cost basis.
- 3.1.2 The City does not anticipate any travel costs related to this program.

3.2 Proposal Evaluation Criteria - In general, the Response to the Request for 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.

- 3.2.1 Demonstrated Experience with Intake Processing of Applications (1/3 of Rating)
 - a. Successful experience in developing projects of a similar type and setting.
 - b. Demonstrated capacity to coordinate project specifics with multiple entities.
 - c. Techniques employed to meet timetables and enhance marketing efforts for outreach, including customer service feedback.
- 3.2.2 Demonstrated Experience with governmental business grant programs, including Community Development Block Grant funding (1/3 of Rating)
 - a. Successful experience in developing projects of a similar type and setting.
 - b. Experience in market and financial analysis of projects similar in type and setting.
 - c. Techniques employed to avoid budget overages.

- 3.2.3 Demonstrated Experience with Business Assistance (1/3 of Rating)
- a. Ability of administrator to provide trained and experienced staff to accomplish work in time allotted.
 - b. Understanding the goals of the City, the JumpStart Business Rental Assistance Program, community stakeholders, and the Recovery and Reinvestment Coordinating Team.
 - c. Demonstrated capacity to coordinate project specifics with multiple entities and foster a team effort by all parties involved in the project, including CorridorRecovery.org and Small Business Development Center.
 - d. Demonstrated experience in leading/facilitating/participating in public meetings..

3.3 Proposal Evaluation Procedures – Responses to the Request for Proposals will be evaluated individually by an Evaluation Team (hereinafter referred to as the Team) using the “Proposal Evaluation Criteria” as listed above. Members will be from the City’s Community Development Department, City Manager’s Office, and the City’s Budget and Finance Office.

3.3.1 Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the City’s requirements. Each prospective administrator is assured that any submission will be evaluated independently using the best available information and without any forgone conclusions.

3.3.2 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each submittal.

3.3.3 An administrator’s submission of a Response to Request for Proposals constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation process.

SECTION IV INSTRUCTIONS TO ADMINISTRATORS

4.0 General

- 4.0.1 The City of Cedar Rapids Community Development Department (also referred to as City) in Cedar Rapids, Iowa, is seeking administrator proposal to assist the City in designing and implementing the IDED JumpStart Business Rental Assistance Program for the flood-affected areas in the city.
- 4.0.2 The administrator shall promptly notify Richard Luther by e-mail (r.luther@cedar-rapids.org), upon discovery of any ambiguity, inconsistency or error in this Request for Proposals (also referred to as RFP). Please include in the subject line of the Email "Questions – RFP – Jumpstart Program."

4.1 Receipt and Opening of Responses to the Request for Proposals

- 4.1.1 All proposals must be received in the Office of the City Clerk (date and time stamped) by **Tuesday August 25, 2008 at 11:00 am Central Daylight Time**, in order to be considered. The City Clerk's office is located at 3851 River Ridge Dr. NE, Cedar Rapids, Iowa. Proposals will not be received in any office or department but that of the City Clerk, and proposals sent via facsimile will not be accepted. If a submittal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation "**RFP Jumpstart Business Rental Assistance Program**".
- 4.1.2 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 submissions 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.
- 4.1.3 Wherever requested throughout this document, a representative of the development firm who is authorized to bind the firm will sign on behalf of the development firm to indicate to the City that you have read, understand and will comply with the Instructions and all Terms and Conditions attached hereto. The City of Cedar Rapids reserves the right to reject any or all submittals, and to accept in whole or in part, the submittal, which, in the judgment of the qualification evaluators, is the most responsive and responsible submission.
- 4.1.4 Responses to the Request for Proposals will be opened on **Tuesday, April 25, 2009 at 12:00 pm. (noon) CDT** in the Department of Community Development Conference North Conference Room, City Hall, 3851 River Ridge Dr. NE, Cedar Rapids.
- 4.1.5 The City of Cedar Rapids reserves the right, at its sole discretion, to reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; to waive minor irregularities and informalities of a submittal; or to cancel, revise, or extend this solicitation.
- 4.1.6 This Request for Proposals does not obligate the City of Cedar Rapids to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this Request for Proposals.

- 4.2 Response to Questions - Any matter of this proposal package that requires explanation or interpretation must be inquired in writing by **Friday, August 14, 2009 at 5:00 pm, Central Daylight Time, City Hall, 3851 River Ridge Dr. NE, Cedar Rapids**. Responses to these questions will be addressed in written format to all Proposers by Monday, August 17, 2009, at 4:00 pm CDT.
- 4.4 Important Exceptions - The Administrator shall clearly state in the submitted response to the Request for Proposals 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.
- 4.5 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposals, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".

DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL

Proposers shall submit **one (1) original and three (3) copies** of their proposal and include the following:

- ✓ Financial Proposal – (page 6)
- ✓ Non-Financial Proposal (page 6)
- ✓ Signature Page (page 10)
- ✓ Certificate of Insurance (page 11)

SIGNATURE PAGE

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

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

EXCEPTIONS/DEVIATIONS to this Request for Proposal shall be taken below – please be as specific as possible. All exceptions shall be stated no matter how seemingly minor. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

FIRM PRICING

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

ADDENDA {It is Bidder’s responsibility to check for issuance of any addenda}

The authorized representative hereby acknowledges receipt of the following addenda:

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

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

PAYMENT METHOD

Do you accept MasterCard for payment of purchases? Yes No

QUICK PAY DISCOUNT

If you provide a discount for quick payment, please state the discount and terms: _____ % _____ days

Does this discount apply to payments made by MasterCard? Yes No

SECTION V - CITY OF CEDAR RAPIDS INSURANCE REQUIREMENTS

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

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the CONSULTANT'S employees carrying out the work involved in this contract.
2. **General Liability Insurance** with limits of at least \$1,000,000 per occurrence for Bodily Injury, Property Damage, and Personal Injury. As a minimum, coverage for: Premises, Operations, Products, Completed Operations, Personal and Advertising Injury, and Contractual Liability shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the CONSULTANT or its employees carrying out the work involved in this contract.
3. **Professional Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all work performed by the CONSULTANT, its employees, subcontractors, or independent contractors. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the CONSULTANT continuing to furnish the CITY certificates of insurance.
4. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the VENDOR or its employees.

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

Qualifying Insurance: Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the CONSULTANT continuing to furnish the CITY certificates of insurance. The CONSULTANT shall be responsible for deductibles and self-insured retentions in the CONSULTANT'S insurance policies.

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

CERTIFICATE OF INSURANCE REQUIREMENTS

1. The Description area of the certificate should state: **The City of Cedar Rapids, its officers and employees** are named as additional insureds. List **(Administrative Services - Disaster Recovery Financial Assistance Program)** as the scope of services the certificate covers.
2. The minimum liability limits required by the CITY are: **(\$1,000,000)**. This must be **occurrence form** liability coverage.
3. The following address must appear in the Certificate Holder section:
City of Cedar Rapids- 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 VI - 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.