



**REQUEST FOR BID
SECURITY CAMERA INSTALLATION – 0309-271
CITY OF CEDAR RAPIDS, IOWA
August 4, 2009**

You are invited to submit a bid for the purchase and installation of security cameras and recording system as requested by the City of Cedar Rapids Police Department.

Sealed bids must be received at City Hall (date and time stamped) by Friday, August 21, 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 ENCLOSED – SECURITY CAMERA INSTALLATION' due on August 21, 2009 at 11:00 am CDT.** City Hall is located at 3851 River Ridge Dr. NE, Cedar Rapids, Iowa. Bids sent via facsimile or e-mail will **not** be accepted. All equipment shall be new and unused; demonstrator models are not acceptable.

INSTRUCTIONS TO BIDDERS

Name of the Bid	Security Camera Installation
Pre-Bid Meeting	Friday, August 14, 2009 at 11:00 am CDT Police Department 505 First Street SW Cedar Rapids, Iowa
Deadline for Questions	Friday, August 14, 2009 at 5:00 pm CDT
Deadline for Bid Submittal	Friday, August 21, 2009 at 11:00 am CDT
Bids Shall Be Submitted To Address <u>exactly</u> as stated→→→	SEALED BID – SECURITY CAMERA INSTALLATION City Hall 3851 River Ridge Dr. NE Cedar Rapids, IA 52402
Method of Submittal	Mail Delivery, In Person Fax and e-mail bids are not acceptable
Contact Person, Title E-mail Address	Diane Rodenkirk, CPPB, Purchasing Agent d.rodenkirk@cedar-rapids.org
Phone/ Fax Numbers	Phone: (319) 286-5023 Fax: (319) 286-5130

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Similarly, the City is not

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

Any questions about the meaning, the intent or the specifications must be inquired into by the Bidder in writing no later than Friday, August 14, 2009 at 5:00 pm CDT. FAX or E-Mail all questions to Diane Rodenkirk in the Purchasing Services Division (fax and e-mail information listed above). Any and all questions will be responded to in the form of written addenda to all Bidders. It shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City contact listed above (by Email or Phone) to determine if addenda were issued. All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Signature Page (page 9).

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

Wherever requested throughout this document, a company representative who is authorized to bind the Supplier will sign on behalf of the company to indicate to the City that you have read, understand and will comply with the Instructions and all Terms and Conditions attached hereto. The City of Cedar Rapids reserves the right to reject any or all bids, and to accept in whole or in part, the bid, which, in the judgement of the bid evaluators, is the most responsive and responsible bid.

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

Bids will be publicly opened and read on Friday, August 21, 2009 at 11:00 am CDT in City Hall, 3851 River Ridge Dr. NE, Cedar Rapids. The main purpose of the bid opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the apparent low bidder(s).

Bids will be evaluated promptly after the bid opening. **After an award is made, a bid tabulation summary will be sent to all companies who submitted a bid. Bid results 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,

Diane Rodenkirk

Diane Rodenkirk, CPPB, Purchasing Agent
Purchasing Services Division
3851 River Ridge Dr. NE
Cedar Rapids, IA 52402
(319) 286-5023
(319) 286-5130 Fax
www.cedar-rapids/purchasing

SPECIAL TERMS AND CONDITIONS

SCOPE OF WORK

The City of Cedar Rapids is seeking a qualified Contractor to provide and install security equipment at the Police Department to replace the existing equipment.

Specifications

1. Replace (3) Legacy PTZ on exterior of building with Bosch 300 Series day/night PTZ auto-dome or equivalent
2. Replace (1) Legacy PTZ at H Avenue Gate with Bosch 300 Series day/night PTZ auto-dome or equivalent
3. Replace (1) Legacy fixed camera on the North Terrace with Bosch 300 Series day/night PTZ auto-dome or equivalent
4. Replace (7) fixed interior cameras with Bosch color camera or equivalent
5. Replace (5) fixed exterior cameras and housing with Bosch day/night cameras
6. Replace quad multiplexers
7. Replace (4) 27" monitors on Third Floor with 37" LCD monitors
8. Integrate into existing Lenel and Bosch security systems
9. Contractor shall utilize the existing conduit, cable, camera power supplies, switching equipment and monitors

Equipment

1. (1) 16-channel goVision DVR with 1000 GB
2. (1) 8-channel goVision DVR with 500 GB
3. (4) Video quad, multiplexer
4. (4) 37" flat screen LCD monitors with mounting hardware
5. (1) Bosch 300 Series PTZ 26x day/night, Enviro/Mast, 120 vac camera or equivalent
6. (1) Bosch 300 Series PTZ 26x day/night, Enviro/Corner, 120 vac camera or equivalent
7. (1) Bosch 300 Series PTZ 26x day/night, Enviro/Parapet, 120 vac camera or equivalent
8. (1) Bosch 300 Series PTZ 26x day/night, Enviro/Wall, 120 vac camera or equivalent
9. (1) Bosch 300 Series PTZ 26x day/night, Enviro/Wall, 24 vac camera or equivalent
10. (7) Bosch color cameras with 2.8-10MM AI/VF lens, 24 vac or equivalent
11. (5) Bosch day/night cameras with 2.8-11MM varifocal AI lens, 24 vac or equivalent
12. (5) Bosch outdoor Nema4x housing with heater blow and sunshield, 120 vac or equivalent
13. (1) Pelco camera power supply 4 amp 1 output with Nema 4 cabinet or equivalent
14. (1) control cable

PRE-BID MEETING

In addition to the information contained in the Request for Bid, you are strongly encouraged to attend a pre-bid meeting to be held on Friday, August 14, 2009 at 11:00 am at the Cedar Rapids Police Department, 505 first Street SW, Cedar Rapids, Iowa. 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. All interested bidders are strongly encouraged to attend in order to familiarize themselves with the systems and all conditions that may affect the time or cost of performance.

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. Past experience and service provided by bidder;
- G. 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;
- H. Strength of company's safety program and history.

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

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.

CONTRACT AWARD

If the evaluation team determines that a contract for some or all of the project should be awarded, the process of awarding the Contract shall be as follows.

1. The evaluation team shall determine which bidder has submitted the lowest and most responsive and responsible bid.
2. The City Manager shall execute the Letter of Agreement.
3. The City shall issue a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the work.

If the evaluation team determines that all the bids received should be rejected, the bidders shall be notified by the Purchasing Services Division accordingly. At that point, the City may or may not re-bid the project.

FURNISH AND INSTALL REQUIREMENTS

These Specifications may describe the various functions and types of work required to install the equipment purchased in conjunction with this Request for Bid. Any technical omissions of functions or types of work within these specifications shall not relieve the Contractor from furnishing, installing or performing such work where required to the satisfactory completion of the project. The Contractor shall include all costs associated with installation in its bid price and shall not identify installation costs as a separate item unless specifically allowed on the Bid Submittal Form.

INSURANCE

A copy of your current Certificate of Insurance should be included with your bid. Insurance requirements are listed on page 10.

Exception: If your company currently does business with the City through a bid or contract with Purchasing Services and would like to verify that your company has an approved Certificate on file with the City (through Purchasing – NOT the Building/Zoning Department), please call Luanne Carter at 319/286-5021 between the hours of 10:00 AM – 2:00 PM. If the City (Purchasing) does not have a Certificate of Insurance approved for your company, it is required to be submitted with the bid package.

PERMITS/LICENSES

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

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.

CONTRACTOR SECURITY PROCEDURES – POLICE

All Contractors and their employees that will be doing work on-site at the Cedar Rapids Police Department (CRPD) facility will be required to adhere to the security procedures of the Police Department in accordance with national standards.

1. Please be advised that every time an individual arrives to do work at the CRPD facility, they will be required to report to the front desk and present a photo id. A criminal history check is required prior to the individual commencing work at the CRPD facility.
2. After the award of a contract, the contractor will provide a list of each employee (name and date of birth) who will be engaged in the project so the criminal history check may be completed at least one week prior to work commencing.
3. If the individual has not been screened within the past twelve months, a criminal history check will be completed. If it is not possible to submit the name of the employee(s) prior to the day he or she reports for work, a criminal history check will be completed prior to the employee beginning work; however, the City will not pay for the time that the employee waits for the criminal check to be completed.
4. Upon passing the criminal history check, or if already screened, the individual will be issued a visitor badge in exchange for his photo ID. The ID will be exchanged for the badge at the completion of the contract employee's service or at the conclusion of that visit.
5. The CRPD will require the individual to be accompanied by a CRPD employee while working in the facility.
6. The City reserves the right to prohibit the participation of any individual based on the results of the criminal history check. The City will not pay for any service call that could not be completed due to the rejection of any employee, or for the time of any rejected employee.
7. The Contractor will not be charged for the criminal history check.

DESCRIPTIVE LITERATURE

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

TERM OF PAYMENT

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

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

For accounting purposes, detailed schedules and supporting documentation apportioning the cost of time and/or materials under this contract shall be included with Contractor's invoice. The schedules shall be presented in such detail, and backed up with supporting information in the format the City requests. Violation of this provision by Contractor shall constitute a material breach of this contract. Any schedule submitted may be utilized for payment requests only after it has been acknowledged, in writing, as acceptable by the City's Finance Department.

All invoices, and supporting documentation shall be submitted at the intervals as agreed upon:

- A. In a pdf format via e-mail to: accountspayable@cedar-rapids.org, or
B. Via US mail to: City of Cedar Rapids Finance Department, attn: AP Division, 3851 River Ridge Drive NE, Cedar Rapids, IA 52402.

If Contractor, or any of its subcontractors, exceeds the actual costs for any reason before the city is notified in writing; the City has the right, at its discretion, to deny reimbursement for that work.

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.

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.

SERVICE MANUALS

The successful bidder(s) shall furnish one (1) complete set of manuals (owners, parts & maintenance and service) at the time of delivery of unit. The City will withhold payment for the equipment until the manuals are delivered as required by the specifications.

TOOLS AND EQUIPMENT

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.

TRAINING

The successful bidder shall provide training with the appropriate staff prior to the cameras being put into service. The bidder will provide all necessary audiovisual materials and instructors for this purpose. All capabilities and controls shall be demonstrated and all service and maintenance requirements shall be reviewed. The training sessions shall be held at the Police Department.

UNDERGROUND UTILITY LOCATES

The successful bidder is solely responsible for contacting companies to locate underground facilities by contacting “One Call” at (800) 292-8989. Any damage done, or repair needed therefore, to an existing line is considered the responsibility of the successful bidder.

SURCHARGES

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

WARRANTY

The Contractor shall unconditionally guarantee the materials and workmanship on all materials and equipment furnished by him or her under this contract for a period of one year from the date of acceptance unless otherwise specified.

If within the guarantee period any defects or signs of deterioration are noted which in the opinion of the purchaser are caused by faulty design, installation, workmanship, or materials, the Contractor, upon ratification, shall repair or adjust the equipment or materials to correct the condition or he or she shall replace the unit to the completion satisfaction of the purchaser at no additional expense to the purchaser. Such repairs, adjustments or replacements shall be made only at such times as will be designated by the purchaser.

DOCUMENTS TO BE SUBMITTED WITH THIS BID

1. Insurance Certificate – Pages 4 and 10
2. Descriptive Literature – Page 5
3. Bid Submittal Form – Page 8
4. Signature Page – Page 9

BID SUBMITTAL FORM

**FOB Point, in terms of loss or damage, is destination
All freight, delivery and fees are to be included in the price of the goods**

Price for all equipment	\$
Price to install all equipment	\$

Manufacturer _____ Model _____

Estimated time to begin the project after receipt of purchase order _____ business days

Estimated time to complete the project _____ business days

State your warranty for this equipment _____

Name of Company: _____

Authorized Signature: _____

Date: _____

SIGNATURE PAGE

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

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

EXCEPTIONS/DEVIATIONS to this Request for Bid 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.

GENERAL INFORMATION

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

FIRM PRICING

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

PIGGYBACK PROCUREMENT METHOD

If you are the successful bidder, will you consider extending the pricing to other City of Cedar Rapids departments and to other governmental entities as described in the General Terms and Conditions (located at the back of this document)? Your response will not be considered as an evaluation factor in awarding this bid/proposal.

Yes No

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

We choose not to bid at this time but would like to be considered for future requests for bid.

INSURANCE INFORMATION

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 \$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.

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. 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 Security Cameras as the scope of work 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 Division
3851 River Ridge Dr NE
Cedar Rapids IA 52402
4. Certificates may be sent by e-mail, fax (319-286-5130), mail or delivery to the attention of Diane Rodenkirk. 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/Offeror 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 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.

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 AWARDING/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.
44. **NO GIFT STANDARD** - The City of Cedar Rapids is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we have asked all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.