



**REQUEST FOR BID
FALL TREES – BID #0709-016
CITY OF CEDAR RAPIDS, IOWA
JULY 29, 2009**

You are invited to submit a bid for the purchase and delivery of trees for planting during the fall of 2009 as requested by the City of Cedar Rapids Public Works Department. The total quantity requested for purchase is 188 trees, 179 for the City and 9 for the Downtown District. The trees for the Downtown District shall be invoiced separately and billed directly to the District. This bid is for purchase and delivery only with no labor required. The trees shall be planted by City employees.

Sealed bids must be received at City Hall (date and time stamped) by Friday, August 7, 2009 at 11:00 a.m. (our clock), Central Daylight Time, in order to be considered. **If you wish to bid, please submit your sealed submittal, in a mailing container or envelope which is plainly marked on the outside with the notation 'SEALED BID ENCLOSED – FALL TREES' due on August 7, 2009 at 11:00 a.m.** City Hall is located at 3851 River Ridge Dr. NE, Cedar Rapids, Iowa. Bids sent via e-mail or facsimile will not be accepted.

INSTRUCTIONS TO BIDDERS

Name of the Bid	Fall Trees
Deadline for Questions	Tuesday, August 4, 2009 at 11:00 a.m. CDT
Deadline for Bid Submittal	Friday, August 7, 2009 at 11:00 a.m. CDT
Bids Shall Be Submitted To	Sealed Bid – Fall Trees City Hall North 3851 River Ridge Dr. NE Cedar Rapids, IA 52402
Method of Submittal	Mail Delivery or In Person. Fax or electronic bids <u>are not</u> acceptable.
Contact Person, Title E-mail Address	Rebecca Johnson, CPPB, Purchasing Agent r.johnson2@cedar-rapids.org
Phone/ Fax Numbers	Phone: 319-286-5062 Fax: 319-286-5130

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any bid responses which are received later than the date and time stated above. Late bids shall not be considered and shall be returned to the late bidder unopened.

Any questions about the meaning, the intent or the specifications must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. FAX or E-Mail all questions to Rebecca Johnson in the Purchasing Services Division (fax and e-mail information listed above). Any and all questions will be responded to in the form of written addenda to all Bidders. It shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City contact listed above (by Email or Phone) to determine if addenda were issued. All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Signature Page (page 7).

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

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

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

Bids will be opened and read on Friday, August 7, 2009 at 11:00 a.m. CDT at City Hall, 3851 River Ridge Dr. NE, Cedar Rapids. The main purpose of the bid opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the apparent low bidder(s).

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

Respectfully,

Rebecca Johnson

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

SPECIAL TERMS AND CONDITIONS

SCOPE OF WORK

You are invited to submit a bid for the purchase and delivery of 188 trees to be planted by City employees during the fall of 2009. Trees shall be inspected by City staff upon delivery and any items found to be in non-compliance of the following specifications will be rejected. This bid is for the purchase and delivery of trees only with no labor required. Pricing shall include all freight charges, delivery fees, and packaging charges. FOB Point, in terms of loss or damage, is Destination.

Of the total quantity of trees requested for purchase, 179 are for the City and 9 are for the Downtown District. The trees for the Downtown District shall be invoiced separately and billed directly to the District.

SPECIFICATIONS FOR TREES

1. All deciduous trees shall be 1-3/4 inches to 2 inches DBH, unless otherwise specified.
2. All coniferous trees shall be 6.0 feet to 8.0 feet in height unless otherwise specified.
3. All material shall be single stemmed, No. 1 grade trees unless otherwise specified.
4. Trees shall be dug and balled with heavy-duty burlap and laced with rope. Ball shall have sufficient moisture according to best nursery practices.
5. Only healthy plants with a well developed fibrous root system with no encircling roots, well formed tops, and characteristics of the species will be accepted. Trees shall be stout, show good twig growth for the past 3-5 years, normal twig development shall have 4 to 18 inches of growth per year and be characteristic of the species. Branches shall diverge from the main trunk with good U-shaped crotches. The bark shall be firm on the trunk with no indication that the trees have suffered from frost cracks, sun scald, lightning, mechanical injury, suckers or improper pruning. All trees shall be free from insects, insect damage, diseases and disease damage. Material found lacking in any of these characteristics shall be rejected at time of delivery.
6. All trees shall have a tag showing the species and variety.
7. Upon request, supplier shall provide proof that all trees were grown as Midwest Nursery Stock from Hardiness Zones 4 and 5.

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

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

TIE BIDS

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

MULTIPLE AWARDS

While bidders will not be penalized nor rewarded for the number of individual items on which they bid the City of Cedar Rapids is seeking "full service suppliers". That is, we are looking for business partners who can offer all of the products in one particular category of the request, have a history of timely service, fair prices and charge only one price to departments across the City. Our intent is to make as few awards as possible in order to make the contract(s) "user friendly" and create a minimal amount of invoices and related paperwork.

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. The City reserves the right to split this bid if deemed to be in the City's best interest.

ESTIMATED QUANTITIES

The City does not guarantee that the quantities estimated will be accurate for the upcoming contract period. The City reserves the right to order decreased or increased amounts from those specified. However, the estimates are as accurate as we are able to determine. Actual quantities, whether lesser or greater than estimated, will not affect the prices as bid and accepted for the term of the contracts.

SUBSTITUTIONS

If certain species are not available substitutions may be recommended. The bidder shall clearly indicate the exact species being bid with bid submittal. It is the sole discretion of the City to make the determination if a substitution is acceptable.

CONTRACTORS EMPLOYEES

Any person making deliveries to or doing work for the City must be identifiable by uniform, proper identification and/or a marked vehicle. 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.

INSURANCE REQUIREMENTS

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

DELIVERY

For purposes of this quote and subsequent awards, City holiday closures are typically New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates.

The delivery time or completion date, as stated in the Bid or Proposal 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 or Proposal request, the Bidder/Offeror shall, unless otherwise stated by the City, show the delivery time for each item separately.

FOB point in terms of loss or damage is destination.

Delivery Address (for all trees including those billed directly to the Downtown District):

City of Cedar Rapids Public Works
Attn: Daniel Gibbins
1201 Sixth Street SW
Cedar Rapids, IA 52404

PURCHASE ORDER

An executed purchase order will be the document that authorizes work to begin.

TERM OF PAYMENT

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

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

Billing Address (for trees billed to the City):

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

Trees for the Downtown District shall be invoiced separately and billed directly to the District:

Cedar Rapids Downtown District
Attn: Vanessa Solesbee
312 Second Ave. SE
Cedar Rapids, IA 52401

SURCHARGES

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

WARRANTY

The supplier warrants that all articles, materials and service performed shall be consistent with manufacturer’s specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at Bidder’s expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

DOCUMENTS TO BE SUBMITTED WITH THIS BID

1. Bid Submittal Form – Page 6
2. Signature Page – Page 7

BID SUBMITTAL FORM

All freight charges, delivery fees, and packaging charges must be included in the price. FOB Point, in terms of loss or damage, is Destination.

Pricing for Fall Trees – per specifications listed on page 3

Trees for the City:	Quantity	Unit Cost	Extended Cost
<i>Malus sp.</i> 'Adirondack' Crabapple	9	\$	\$
<i>Amelanchier x grandiflora</i> 'Autumn Brilliance' Serviceberry	1	\$	\$
<i>Ginkgo biloba</i> 'Autumn Gold' Ginkgo	25	\$	\$
<i>Acer platanoides</i> 'Crimson King' Norway Maple	23	\$	\$
<i>Ginkgo biloba</i> 'Fastigiata' Ginkgo	13	\$	\$
<i>Acer nigrum</i> 'Green Column' Black Maple	28	\$	\$
<i>Acer saccharum</i> 'Green Mountain' Sugar Maple	17	\$	\$
<i>Syringa 'reticulate'</i> Japanese Tree Lilac	5	\$	\$
<i>Gleditsia triacanthos var inermis</i> Skyline Thornless Honeylocust	28	\$	\$
<i>Acer miyabei 'Morton'</i> State Street Miyabei Maple	30	\$	\$
Total to be billed to the City:	179		\$

Trees for the Downtown District:	Quantity	Unit Cost	Extended Cost
<i>Ginkgo biloba</i> 'Fastigiata' Ginkgo	5	\$	\$
<i>Acer miyabei 'Morton'</i> State Street Miyabei Maple	4	\$	\$
Total to be billed to the Downtown District:	9		\$

Trees shall be invoiced separately but all delivered to 1201 Sixth Street SW, Cedar Rapids.

Will you hold your pricing firm for 12 months for possible additional purchases? Yes No

If no, how long will you hold pricing firm? _____

Estimated delivery time upon receipt of purchase order: _____ calendar days

An executed purchase order will be the document that authorizes this purchase to be made.

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.

**INSTRUCTIONS TO BIDDERS/OFFERORS
AND GENERAL TERMS AND CONDITIONS**

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word CITY refers to the CITY OF CEDAR RAPIDS, IOWA throughout these Instructions and Terms and Conditions. Similarly, Bidder refers to the person or company submitting an offer to sell its goods or services to the CITY. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER/OFFEROR, but may represent different methods of obtaining price and other information from the BIDDER/OFFEROR.
2. **BID TABULATION AVAILABILITY** - Bids will be evaluated promptly after opening. After award, a bid tabulation summary will be sent to all companies who submitted a bid or returned a Statement of No Bid. **NO BID RESULTS WILL BE GIVEN OVER THE TELEPHONE.** No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date.
3. **BIDDER/OFFEROR QUALIFICATIONS** - No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Bidders/Offerors shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
4. **BID FORM** - Each Bidder must submit an original Bid and additional copies as required on the forms attached. The Bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind.

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

In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
5. **SPECIFICATION DEVIATIONS BY THE BIDDER/OFFEROR** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's/Offeror's name should be clearly shown on each document.
6. **BIDDER/OFFEROR REPRESENTATION** - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.
7. **COLLUSIVE BIDDING** - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
8. **BROCHURES** - Bids shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
9. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Bid documents shall be through written addendum and furnished to all Bidders/Offerors. Verbal information obtained otherwise will **NOT** be considered in awarding of Bids.
10. **BID CHANGES** - Bids, amendments thereto, or withdrawal requests received after the time advertised for Bid Opening, will be void regardless of when they were mailed.
11. **HOLD HARMLESS AGREEMENT** - The Supplier agrees to protect, defend, indemnify and hold harmless the City of Cedar Rapids and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Supplier, its employees, subcontractors or any independent contractors working under the direction of either the Supplier or subcontractor in the performance of this contract.
12. **DELIVERY DATE** - The delivery time or completion date, as stated in the Bid Form, shall be the time required to deliver the complete item(s) after the receipt of the order or award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the City, show the delivery time for each item separately.

If only a single delivery time is shown, it will mean that all items included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the delivery will be completed in the time stated, assuming that the time between the Bid Opening and the placing of the order does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the delivery time indicated is considered sufficient to delay the operational needs for which the commodity/service is intended.
13. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on your Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices

bid or proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

14. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
15. **BID REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the City.
16. **PIGGYBACK PROCUREMENT METHOD** – Upon request, the results of this bid must be extended to any other City of Cedar Rapids department. In addition, the opportunity to purchase from this bid may be extended to other government entities within Linn County. Any such usage must be in accordance with the policies of the respective entity and with the approval of the Contractor. The Contractor may determine it is necessary to charge delivery fees for entities located outside of the Cedar Rapids metro area. The City is not an agent of, partner to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such piggyback procurements.
17. **PURCHASE ORDERS AND INVOICES** - When a bid is awarded and may be used on a Citywide basis or by a cooperative purchasing group, individual purchase orders will be assigned to the successful Bidder(s)/Offeror(s) from the departments and/or jurisdictions which are not part of the CITY, but which are participating in a joint bid. Invoices from the Bidder must be submitted to the actual requestor for each purchase made by a department or outside jurisdiction, and must reflect the corresponding purchase order.
18. **BID CURRENCY/LANGUAGE** - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate.

All bid responses must be submitted in English.
19. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.
20. **MODIFICATION, ADDENDA AND INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
21. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
22. **SUBCONTRACTING** - No portion of this Bid may be subcontracted without the prior written approval by the City.

23. **TELEGRAPHIC/ELECTRONIC BID SUBMITTAL** - Telegraphic and/or bid offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
24. **MISCELLANEOUS** - The City reserves the right to reject any and all bids or parts thereof. The City reserves the right to inspect Supplier's facilities prior to the award of this bid. The City reserves the right to negotiate optional items with the successful Bidder.
25. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the City.
26. **OVERSHIPMENTS, UNDERSHIPMENTS** - Material shipped in excess of quantity ordered may be returned at Bidder's/Offeror's expense. Similarly, when undershipments are received, the City reserves the right to leave the purchase order/contract open until goods/services are received, or to close the transaction if more cost effective for the City.
27. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
28. **PATENT GUARANTEE** - Bidder shall, with respect to any device or composition of Bidder's/Offeror's design or Bidder's/Offeror's standard manufacture, indemnify and hold harmless the City, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the City.
29. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the City, become its property, and the successful Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Supplier and the City may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the City from the successful Supplier is determined.
30. **TERMINATION OF AWARD FOR CONVENIENCE** - The City may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports,

materials(s) prepared or furnished by the successful Bidder/Offer or under the award shall, at the option of the City, become its property. If the award is terminated due to the fault of the successful Bidder, termination of award for cause relative to termination shall apply. If the award is terminated by the City as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Bidder covered by the award, less payments of compensation previously made.

31. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefor; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected.

A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

32. **ACCEPTANCE OF TERMS BY SHIPMENT** - Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the bid upon the terms and prices set forth herein.
33. **ASSIGNMENT** - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.
34. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
35. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this bid and subsequent awards, City holiday closures are typically New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.)

Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the City may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

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

37. **EXTENSION** - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
38. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
39. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
40. **METHOD OF AWARDDING/QUOTING** - The City reserves the right to make awards based on the entire bid or on an individual basis. However if you offer your bid based on an "all or none" condition, the City may consider your bid non-responsive and reject the entire bid.
41. **TAXES** - The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.
42. **BID INFORMATION IS PUBLIC** - All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Cedar Rapids in connection with a bid or proposal, the submitting party recognized this and waives any claim against the City of Cedar Rapids and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Rapids and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Rapids arising from any bid opportunity.
43. **PURCHASE ORDER** - Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.