



Request for Proposal
February 23, 2010

RFP #0709-010
RECYCLING CARTS
Cedar Rapids Solid Waste and Recycling Division

City of Cedar Rapids
Purchasing Services Division

SECTION I

NOTICE OF REQUEST FOR PROPOSALS

1.0 Receipt and Opening of Proposals

1.0.1 All proposals must be received in a sealed envelope in City Hall (date and time stamped) by Wednesday, March 10, 2010 at 11:00 a.m. (our clock), Central Standard Time, in order to be considered. City Hall is located at 3851 River Ridge Dr. NE, Cedar Rapids, Iowa. Proposals sent via facsimile will not be accepted. If a proposal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation '**SEALED RFP – RECYCLING CARTS**' due on, **March 10, 2010 at 11:00 a.m.** Please submit one (1) original and three (3) copies of your proposal.

1.1 RFP Timeline

Name of the Proposal	Recycling Carts		
Date of Issuance	February 23, 2010		
Deadline for Questions	Wednesday, March 3, 2010 at 11:00 a.m. CST		
Deadline for Proposal Submittal	Wednesday, March 10, 2010 at 11:00 a.m. CST		
Submit Proposal to: Address exactly as stated →→→→	SEALED RFP – RECYCLING CARTS City Hall 3851 River Ridge Dr. NE Cedar Rapids IA 52402		
Method of Submittal	Mail, Overnight Delivery, Courier Service, or In Person. Fax or electronic proposals are not 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

- 1.2 The City reserves the right to accept or reject any or all proposals and to waive any informality in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.
- 1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Similarly, the City is not responsible for, and will not open, any proposal responses that are received later than the date and time stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.
- 1.4 Proposals will be opened on Wednesday, March 10, 2010 at 11:00 a.m. (our clock) CST in City Hall, 3851 River Ridge Dr. NE, Cedar Rapids. Only the names of companies who submitted proposals will be revealed. The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the awarded proposal(s).
- 1.5 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone. Proposals may be withdrawn anytime prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II INSTRUCTIONS TO PROPOSERS

- 2.0 Wherever requested throughout this document, a company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the City that you have read, understand and will comply with the Instructions and all Terms and Conditions attached hereto. The City of Cedar Rapids reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
- 2.1 A Certificate of Insurance must be on file and approved by the City's Risk Manager before this project can begin. All Companies are required to submit a Certificate of Insurance with the proposal. (See page 20, which details the exact requirements of the City).
- 2.2 This Request for Proposal does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
- 2.3 Proposers are encouraged to keep proposals concise and to the point. Elaborate brochures are not needed and are discouraged.
- 2.4 Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered in the right hand corner and each page should have a footer indicating the name of the Proposer.
- 2.5 Addenda
- 2.5.1 Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by Wednesday, March 3, 2010 at 11:00 a.m. CST. FAX or E-MAIL all questions to Rebecca Johnson (319-286-5130 or r.johnson2@cedar-rapids.org). Any and all questions will be responded to in the form of written addenda to all Companies. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page (page 19). All Addenda will be posted on the City's website, <http://www.cedar-rapids.org/purchasing/bids.asp>. It is the Proposer's responsibility to check for addenda.
- 2.6 Important Exceptions to Contract Documents - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on the Signature Page. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
- 2.7 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification by reason of "non responsiveness".

SECTION III SPECIAL TERMS AND CONDITIONS

3.0 Term of Contract

- 3.0.1 The initial term of the contract shall be for one (1) year anticipated to be April 1, 2010 through March 31, 2011.
- 3.0.2 The City and the Contractor may renew the original contract for four (4) additional one-year time periods by mutual agreement. Thirty (30) to sixty (60) days notice must be given to renew the contract for additional increments.
- 3.0.3 A Letter of Agreement, prepared by the City and signed by the City Manager, shall become the document that authorizes the contract to begin, assuming the insurance requirements (if applicable) have been met. Each section contained herein, any addenda and the response from the successful proposer shall also be incorporated by reference into the resulting agreement. Similar products and/or services may be added and pricing negotiated during the term of the contract. Purchase orders will be used for goods and or services equal to or greater than \$5,000.
- 3.0.4 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

3.1 Agreement Forms

- 3.1.1 If a Proposer intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this contract, the form must be submitted with the proposal for review by the City's legal counsel during the evaluation of proposals. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.
- 3.1.2 Proposers are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses.
- 3.1.3 If no agreement form is included with the proposal, no such form will be approved by the City during the evaluation or award processes, or following award of contract.

3.2 Term of Payment

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.

Payment terms for purchases authorized under this contract that are not charged to the City MasterCard will be Net 30 upon receipt of an original invoice and after all products are delivered, inspected and accepted. **The invoice shall clearly state the city department name and the contact person.**

Invoices shall be addressed as follows:

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

3.3 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 contract(s).

3.4 Artwork and Dyes

All originals, photographs, artwork, paste-ups, negatives and magnetic media used in the production of the printing shall remain and/or become the property of the City. All artwork, paste-ups, negative and magnetic media shall be in a reusable condition and that any damage shall be considered the responsibility of the printing company. In some cases the City may elect to leave that artwork with a particular proposer but the City's ownership of the artwork is not relinquished.

3.5 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 proposers 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.

3.6 References

A list of at least ten (10) users of the same container proposed shall be included with submittal of proposal. The list shall contain the following for each user: name of municipality or company, contact person, address, telephone number, e-mail address, quantity of containers they have in use, and how long they have had the containers. References must be located in similar climates to Cedar Rapids.

3.7 Samples

3.7.1 Samples representing the exact items bid are required at the expense of the proposer(s). Samples must be shipped separately from proposals to Solid Waste and Recycling Division's Administrative Offices, which are located in the triple wide trailer located in the Public Works Parking lot at 1201 6th street SW by Wednesday, March 10, 2010 at 11:00 a.m. CST, the date and time proposals are due. All samples shall be marked "**Samples for RFP #0709-010**", and each sample shall bear the name of the proposer and shall be carefully tagged or marked in a substantial manner. Failure to submit samples will be cause for rejection of the Proposal.

3.7.2 The samples submitted by proposers on items for which they have received an award might be retained by the City until the delivery of contracted items is completed and accepted. Proposers whose samples are retained may remove them after delivery is accepted. Samples belonging to unsuccessful proposers must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the proposer within thirty (30) days after the award has been made. Proposer shall make all arrangements for delivery of samples to the place designated as well as removal of samples. Cost of delivery and removal of samples shall be borne by the proposer.

SECTION IV TECHNICAL INSTRUCTIONS AND REQUIREMENTS

4.0 Background

- 4.0.1 The City of Cedar Rapids provides wheeled carts to residents for the disposal of recyclable materials. The 64-70 gallon carts used for recyclable materials are collected from the curb using semi-automated tippers mounted on the side of side-loading packer bodies.

4.1 Scope of Work

- 4.1.1 The City of Cedar Rapids is seeking proposals from qualified suppliers to provide up to 16,000, 64-70 gallon, wheeled carts for the City's existing Blue Box Recycling Collection Program.
- 4.1.1.1 The carts are required for distribution to new homeowners, replacements to homeowners who have damaged carts and to replace the 18-gallon blue boxes currently in use by existing residents.
- 4.1.1.2 The 64-70 gallon recycling carts are collected with semi-automated tippers mounted on the side of side loading packer bodies.
- 4.1.1.3 The containers to be furnished by the awarded Contractor shall be of the latest possible design which has been in regular production and use for a minimum of three (3) years.
- 4.1.1.4 All containers furnished shall be new and unused. Discontinued models and components are not acceptable.
- 4.1.1.5 **The containers shall carry a minimum warranty of ten (10) years**, during which time the product shall be generally maintenance free when properly used.
- 4.1.1.6 Any vendor found to have "overstated" the true ability of their containers shall reimburse the City for all costs incurred with remanufacturing of containers until criteria have been satisfied. These costs shall include all legal, rental, travel, etc.
- 4.1.1.7 The successful Contractor shall be able to service the containers purchased by the City of Cedar Rapids. The Contractor shall be an authorized factory dealer for the area including the City of Cedar Rapids, or provide satisfactory proof by the manufacturer that services will be guaranteed.
- 4.1.1.8 The Contractor shall have an adequate supply of parts and supplies available for delivery to Cedar Rapids within 24-48 hours.

4.2 Minimum Specifications – Container Material, Process and Construction

4.2.1 **Container Material – Resin**

The City will consider both rotational and injection molded containers as long as the molding process provides the structural thickness as specified. Blow molding is not acceptable.

- 4.2.1.1 Resin shall be used for both the body and the lid of the container. The resin shall be a high-density polyethylene (HDPE) or medium-density polyethylene (MDPE) resin manufactured from a national petrochemical producer. Resin material shall satisfy manufacturer's original specification for first quality raw material. Off-Spec, Wide-Spec, or regenerated polyethylene material is not acceptable.
- 4.2.1.2 Containers shall have a minimum of 85% virgin and no more than 15% post consumer recycled plastic.

- 4.2.1.3 Proposals shall include a letter from the **resin supplier** certifying that resin is acceptable for containers to be used as described in the Scope of Work (Section 4.1).
- 4.2.1.4 Proposals shall also include a copy of the resin manufacturer's Published Specifications Sheet.
- 4.2.1.5 Resin shall be enhanced with color concentrate, ultraviolet inhibitor and thermal stabilizer utilizing a hot-melt compounding extrusion process.
- 4.2.1.6 Proposals shall include a letter from the **color concentrate supplier** certifying the brand name, standard blending level, blending level for their product, any additions, and stating that the level used is acceptable for this application.
- 4.2.1.7 Proposals shall include a letter from the **ultraviolet inhibitor supplier** certifying that the inhibitor is a minimum 1% carbon black plus any other pigments required to make a "Pepsi" blue color, and that the level used is sufficient enough to resist deterioration from sunlight break down for a minimum of ten (10) years and is acceptable for this application.
- 4.2.1.8 Proposals shall include a letter from the **thermal stabilizer supplier** certifying the brand name, standard blending level, blending level for their product, any additions, and stating that the level used is sufficient enough to resist deterioration from heat break down for a minimum of ten (10) years and is acceptable for this application.
- 4.2.1.9 Proposals shall include a letter certifying that when the color concentrate, ultraviolet inhibitor and thermal stabilizer are compounded with the plastic resin for the container and its components the materials shall be mixed in the molten state using the **hot-melt** extrusion method. Dry blending of material is not acceptable.
- 4.2.1.10 Proposals shall include copies of independent laboratory certifications and/or resin producer's certified specifications verifying that the container to be supplied shall meet or exceed the following ASTM molded property specifications: Environmental Stress Crack Resistance (E.S.C.R.) Condition "A" for rotational molded containers or Condition "B" for injection molded containers.
- 4.2.2 **Container Construction**
 - 4.2.2.1 The container shall be free from sharp corners, edges, points, or other structures that could represent a hazard.
 - 4.2.2.2 The exterior and interior surfaces and molded parts shall be smooth, uniform in appearance, and free of foreign substances, shrink holes, cracks, blow holes, webs, flash or other superficial imperfections or structural defects that could adversely affect the appearance and performance of the container. It shall not support combustion.
 - 4.2.2.3 The interior of the container shall be high gloss, smooth, and free of crevices, recesses and other obstructions with the exception of the metal catch bar. The interior construction and shape shall assure the free flow of contents out for the container when dumped.
 - 4.2.2.4 The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and provide a flat surface for the lid.
 - 4.2.2.5 The container shall have a minimum wall thickness of .175 inches throughout its body.
 - 4.2.2.6 The container shall have a minimum wall thickness of 0.185 inches at all critical wear and stress points such as the cart bottom, handle, lift bar, molded catch bar, etc.
 - 4.2.2.7 The bottom of the container shall have molded in wear chimes, ridges or drag rails of a minimum thickness of ¼ inch to prevent excessive abrasion or wear to the bottom of the cart resulting from contact with rough surfaces when being

moved or lifted during collection. Wear pads or attachments are not acceptable.

- 4.2.3 **Temperature Rating / Range** - The container and all its components shall withstand normal recyclable material collection use within the ambient air temperature range of - 30°F to +120°F with up to 300 pounds total load.
- 4.2.4 **Container Capacity and Size**
 - 4.2.4.1 Container capacity shall be a minimum of 64 gallons excluding the domed lid. Proposals shall state the exact volume (gallons) of the container and the outside dimensions (inches) including length, width, height and depth.
 - 4.2.4.2 Container Load Capacity – The container shall be designed to regularly receive and dump a minimum of 227.5 pounds, excluding the container weight itself, without failure for the warranty life of the container. Containers shall be rated for and designed to contain 3.5 pounds per gallon without distortion, damage, or reduction in maneuverability or any other function herein. Containers shall not be reinforced with metal frames or bolts and rivets. Certification stating load rating and confirming that containers meet these requirements shall be submitted with proposal.
 - 4.2.4.3 Container Weight – The assembled weight of the container shall not be less than twenty-six (26) pounds excluding axle and wheel assembly.
- 4.2.6 **Container Colors**
 - 4.2.6.1 The container body shall be a “Pepsi” blue color with a black lid.
 - 4.2.6.2 Color charts shall be submitted with proposal. The color shall be 1.0% by weight and hot melt compounded into the HDPE plastic resin.
- 4.2.7 **Container Lid**
 - 4.2.7.1 The lid shall be manufactured in the same manner and from the same material type as the container body. The lid shall be molded and configured in a manner that prevents warping, bending, slumping or distortion to such an extent that it no longer fits the container properly or becomes otherwise unserviceable.
 - 4.2.7.2 The lid shall be of a convex shape to allow water and snow run off and also be designed to seal or overlap the top of the container to prevent water or snow from entering in the closed position and promote vector control.
 - 4.2.7.3 The lid shall be permanently attached to the container with a tamper resistant attachment method and resistant to removal without tools.
 - 4.2.7.4 The lid shall **not** be attached using metal hinges. (Living hinges and lid counter weights are unacceptable.) If plastic pipe is used as a hinge pin, it shall be concealed and protected from UV radiation by a hinge made of the same resin as the container body.
 - 4.2.7.5 The lid shall open a full 270 degrees from the horizontal closed position to the full vertical hanging position with no stress on the hinge or body. The lid shall rotate through the full arc with no interference.
 - 4.2.7.6 The lid shall be held closed by gravity and not open during windy conditions. Lid latches are not acceptable.
 - 4.2.7.7 The lid shall be designed to be opened with one hand, while at the same time ensuring that an individual's hand does not come in contact with the front base of the lid. The lid may have molded in handles. Bolted on handles are not acceptable.
 - 4.2.7.8 The lid shall be designed to enable the free and complete flow of material from the container during the dumping cycle.
 - 4.2.7.9 The lid shall remain fully functional for the useful life of the container.
 - 4.2.7.10 The lid shall be attached to the container when the containers are shipped.
 - 4.2.7.11 Lids that are too heavy, and/or constitute a hazard which could cause any type of injury to users if dropped from the open position, are unacceptable.

4.2.8 Container Handles and Hinges

- 4.2.8.1 The container shall have grab handles located at the top rear of the container. The handles shall be designed and molded as an integral part of the container body and attached by a minimum of three (3) supporting extensions. Lid mount, bolted or riveted on handle mounts, metal, or PVC piping are not acceptable.
- 4.2.8.2 The handle area shall provide two (2) comfortable gripping areas for pulling or pushing the container.
- 4.2.8.3 The handle shall not rotate as the lid is opened.
- 4.2.8.4 There shall be no less than 1-1/2 inches of clearance between the container body and the inside edge of the handle.
- 4.2.8.5 The hinge, which holds the lid to the container, thus creating the handle, shall be a minimum of one inch (1") in diameter and shall be a rust-proof plastic fastener system test rated at a minimum of 600 pounds pull strength.

4.2.9 Container Pick-up Points and Catch Bar

- 4.2.9.1 The container shall be designed with an integral, molded-in, pick-up point on the upper front side which allows the container to be lifted by domestic semi-automated or fully automated lifting devices.
- 4.2.9.2 The pick up point shall be constructed from the same resin specifications as the body and be part of the body construction.
- 4.2.9.3 The container shall be equipped with a lower catch bar located on the front of the container which functions to prevent the container from falling into the packer body hopper when dumped. The lower catch bar shall not be used as a lifting or support point.
- 4.2.9.4 The catch bar shall be constructed of either galvanized steel tubing or a plastic/fiberglass composite material which rotates freely in reinforced plastic journals. Molded in plastic catch bars are not acceptable.
- 4.2.9.5 Lower catch bars shall be securely attached to the container body with tamper resistant attachment methods that cannot be easily removed by common hand tools. They shall not be bolted on to the container. Speed nuts and cotter pins are not acceptable.
- 4.2.9.6 Lower catch bars shall be warranted by the manufacturer against breakage or failure for ten (10) years.

4.2.10 Container Axle and Wheels

- 4.2.10.1 Each container shall be equipped with an axle and two wheels. The axle and wheels shall be designed to provide the specific wind stability described below (4.3.2.1).
- 4.2.10.2 The axle shall be constructed of a minimum diameter of 5/8" of cold rolled solid steel, which has been zinc coated to protect against rust and corrosion.
- 4.2.10.3 The axle shall be attached to the container body by an integral molded assembly which is part of the molded cart body, and which maintains the waterproof nature of the container while at the same time providing permanently self-lubricating bearing surfaces. Bolt-on, molded slots, nuts, bolts, "press-in" and screw assemblies are not acceptable. Axle shaft shall be certified to be in compliance with maximum ANSI Standards.
- 4.2.10.4 Wheels may be either rubber treaded or all plastic.
 - 4.2.10.4.1 Rubber treaded wheels shall consist of a rubber tread bonded onto a plastic molded HDPE hub. The tread can be produced using recycled rubber.
 - 4.2.10.4.2 Plastic wheels shall have a smooth tread and conform to the manufacturers specifications as noted in product literature.
- 4.2.10.5 Wheels shall be a minimum of ten inches (10") in diameter and 1-1/4 inches wide. Wheels shall have a minimum load rating of two hundred (200) pounds per wheel.

- 4.2.10.6 Wheels must be “snap-on” style. Cotter pins and end caps are unacceptable. Wheels shall be attached by means of a spring-loaded internal steel detent, which snaps into a locking groove in the axle.
- 4.2.10.7 Wheel assemblies shall be designed to be theft and temper resistant, yet be easy to remove/replace for repair purposes.
- 4.2.10.8 Wheels shall be certified to be in compliance with maximum ANSI standards.
- 4.2.11 **Container Stability, Handling and Mobility**
 - 4.2.11.1 Containers shall be stable and self-balancing when in the upright position either loaded or empty.
 - 4.2.11.2 Containers shall remain in the upright position when empty with the lid open in winds blowing from any direction at a minimum of thirty-five (35) miles per hour.
 - 4.2.11.3 Containers shall remain in an upright position if and when the lid is thrown open when the cart is empty.
 - 4.2.11.4 Containers shall not slip through the gripper into the packer hopper or slip to the wheels while being emptied.
 - 4.2.11.5 Containers shall be designed to be handled easily, whether full or empty, by workers and/or users over a variety of distances and surfaces including, but not limited to, sand, gravel, mud, grass, snow, asphalt and concrete without creating extra work or a safety hazard.
 - 4.2.11.6 The container shall be designed with a foot-operated tilt feature designed into the axle area to facilitate ease in tipping.
- 4.2.12 **Container Identification and Markings**
 - 4.2.12.1 Sides of Container – All containers shall be hot stamped in white with the City of Cedar Rapids logo on both sides of the container. The logo must be a minimum of five inches (5”) high by eight inches (8”) wide.
 - 4.2.12.2 Front of Container – Each container shall have a unique serial number hot stamped on the front, above the lower catch bar area, in white block numbers, which are a minimum of one inch (1”) in height.
 - 4.2.12.2.1 The serial number shall identify the gallon capacity of the container, the year it was manufactured, and have 5 or 6 spaces for sequentially numbering the containers.
 - 4.2.12.2.2 The serial numbering shall be confirmed with the City prior to manufacturing of containers.
 - 4.2.12.2.3 The container shall have a manufacturer’s molding identifying the month and year it was manufactured.
 - 4.2.12.2.4 The contractor shall maintain a permanent file, by serial number, identifying the week each container was manufactured.
 - 4.2.12.3 Outside Lid of Container – The OUTSIDE TOP of the lid of the container shall have the following instructions and information, in white lettering, molded into it.
 - 4.2.12.3.1 General information/instructions:
 - The cart is designed to hold recyclables as stated by the City.
 - The cart is built to roll freely.
 - To move cart, close the lid, grasp the handle, place foot in foothold, tilt the cart toward you and roll.
 - Cart conforms to ANSI Z245.30 and Z245.60 type B/C/G Standards.
 - Any modifications will conform to these standards
 - **MAXIMUM CAPACITY 220 LBS**
 - 4.2.12.3.2 The following “Do” instructions shall appear on the cart lid in point form order as detailed below.
 - Store cart in a safe place.
 - Keep the lid closed when not in use.
 - Rinse out periodically with water.

- Place cart at collection point by 7:00 AM and remove by 7:00 PM
 - PLACE CONTAINER WITH ARROWS FACING THE STREET FOR COLLECTION (there are 2 arrows placed just under and on each side of this wording)
- 4.2.12.3.3 The following “Do Not” instructions shall appear on the cart lid in point form order as detailed below.
- Place garbage in the cart.
 - Load the cart with: soil, dirt, sand, rocks, sod or other heavy material
 - Put in HOT ashes, hazardous or flammable materials, paints, solvents, liquids, acids or chemicals.
 - Place cart on an elevated platform or steep slope.
 - Place demolition or construction debris in the cart.
 - Tilt and PUSH or PULL cart with the lid opened.
 - Move the cart with the lid opened.
 - Place cart in location that will interfere with traffic.
 - Play in or around cart.
 - Drag the cart.
- 4.2.12.3.4 The lid shall have a minimum of two (2) large visible arrows and the words “ARROWS TOWARD STREET” in white lettering, molded on the front part of the lid. This is CRITICAL, as the City may use both fully and semi automated collection trucks for recycling collection.
- 4.2.12.4 Inside Lid of Container – The INSIDE OF THE LID shall have a 4-panel picture showing that the container shall not be pushed or pulled with the lid opened.
- 4.2.12.4.1 The picture panel shall be oriented on the inside of the lid so it is viewed right side up, **NOT** upside down, when the lid is opened the full 270 degrees.
- 4.2.12.4.2 The picture shall be pre-approved by City staff prior to manufacturing of containers.
- 4.2.12.4.3 ALL dye/art charges shall be included in the price of the container.
- 4.2.12.5 Additional wording to appear on the cart near the handle in white lettering:

DO NOT

DRAG CART
PLACE ON A STEEP SLOPE
PLACE ON AN ELEVATED PLATFORM
PLAY IN OR AROUND

TO MOVE CART:

1) CLOSE LID 2) GRASP HANDLE 3) TILT 4) PUSH OR PULL

- 4.2.12.6 The city of Cedar Rapids is aware that some cart manufacturers can also provide a full color sticker, integrally molded into the cart lid, identifying the materials that can be recycled in the respective Municipality’s recycling program.

If your company can provide this additional sticker, the city requires that it be placed on the outside of the cart lid. This requirement is to prevent any interference with the wording required on the inside of the cart lid.

If the sticker is an option your company can provide, please include the cost with your financial proposal (page 17).

4.3 Quality Assurance and Performance Testing

4.3.1 **ANSI Conformance**

4.3.1.1 Proposed containers shall meet the requirements of the most recent versions of ANSI Z245.30 and ANSI Z245.60 standards for Type Bar/Grabber containers. Independently certified copies of all ANSI test results shall be included with your proposal.

4.3.1.1.1 Test results shall state load (in pounds) under which tests were conducted. The load under which tests were conducted shall be the same as the load rating stated in all literature and specifications.

4.3.1.1.2 The ANSI Appendix D test for "Loading and Unloading Test for Carts" shall clearly state that the required minimum 520 dump cycles under the containers full rated load were performed on both a semi-automated and fully automated Grabber Arm.

4.3.1.2 The following ANSI test results are required and shall be submitted with proposal.

4.3.1.2.1 Semi-automated Lifter Test

4.3.1.2.2 Fully-automated Lifter Test

4.3.1.2.3 Volumetric Loading Capacity Test

4.3.1.2.4 Center of Balance Test

4.3.1.2.5 Force to Tip Test

4.3.1.2.6 Slope Stability Test

4.3.1.2.7 Bottom Wear

4.3.1.2.8 Lid/Hinge Pin Life Cycle Test

4.3.2 **The following tests are not required by ANSI, but are required to be certified by an independent laboratory for this proposal.**

4.3.2.1 **Wind Tunnel Test:** An empty roll out container will be placed on a level platform. A wind flow of 35 miles per hour will be applied to the side of the container, perpendicular to the container for a duration of 30-seconds. This procedure will be repeated for all four (4) sides of the container. Failure will be defined as the container tipping over. Should the container move during a test, the distance and direction of displacement shall be recorded. Certified wind tunnel testing data must be submitted with proposal.

4.3.2.2 **Drop Test:** Container will be loaded with a minimum of 200 pounds of weight. The container will be lifted to a height of eight (8) feet, measured from the bottom of the container to the ground, and dropped onto a concrete surface so that the bottom of the container strikes the concrete. The test will be repeated five (5) times. The test will then be repeated five (5) more times at a height of twelve (12) feet. Containers must survive this test. Survive is defined as the container still being able to function as a container. Failure is defined as damage occurring to the container would prevent normal use, or failure to meet the conditions defined in these specifications. Certified drop testing data must be submitted with proposal.

4.3.2.3 **Temperature Extremes Tests:** Certified temperature extremes testing data must be submitted with proposal for the following tests.

4.3.2.3.1 Heat Test: The container will be loaded with a minimum of 200 pounds, placed into a heat chamber, and subjected to a minimum temperature of one hundred thirty-five degrees Fahrenheit (135°F) for a minimum of seven (7) hours. The container will then be rolled a minimum of one hundred feet (100') and then inspected for damage, distortion or any failure of its components.

4.3.2.3.2 Cold Test: The container will be loaded with a minimum of 200 pounds, placed into a freezer, and subjected to a minimum

temperature of minus thirty degrees Fahrenheit (-30°F) for a minimum of seven (7) hours. The container will then be rolled a minimum of one hundred feet (100') and then inspected for damage, cracking or any failure of its components.

4.3.3 **Containers shall be inspected periodically during the manufacturing process to ensure they meet or exceed the minimum standards set in this Request for Proposal.**

4.3.4 **Failure to submit requested test information may result in rejection of your proposal.**

4.4 **Warranty** – The proposer shall warranty their container, the container lid, wheels, axle, all necessary hardware and other component parts for a minimum of ten (10) years from the date the containers are accepted by the City of Cedar Rapids at their FOB location. Under this warranty, the seller and /or manufacturer assumes all costs related to parts replacement, **including applicable freight.**

4.4.1 The Warranty shall specifically cover a no charge replacement of any container or component part which fails due to:

- Improper or inadequate materials,
- Defective workmanship,
- Inadequate rigidity or structural stiffness,
- Insufficient resistance to weathering,
- Rodent damage to the container body,
- Any other cause or failure to perform as originally designed,
- Not suitable for the intended use as described herein.

4.4.2 The warranty shall not be prorated.

4.4.3 Failure of the container body shall require a full replacement of the container at no cost to the City. Container body repairs will not be acceptable.

4.4.4 Replacement at no cost to the city is required except where it can be shown that the defect was caused by fire damage or component failure resulting from City or user abuse and/or vandalism. This determination shall be made solely in the judgment of the City.

4.4.5 The warranty is understood to include, whether stated in the supplier's warranty or not, the following coverage.

- Failure of the lid to prevent rain or snow from entering the container body.
- Damage to the container body, lid or any component part due to the opening or closing of the lid.
- Failure of the upper lift bar area or lower catch bar from damage during interface with lifting devices.
- Damage or cracking of the container body through normal operating conditions.
- Failure of the container body or lid to maintain its original shape.
- Failure of the wheels to provide continuous easy mobility as originally designed. Tires must remain fully in place and not wear through.
- Failure of any metal components to remain free of red rust and corrosion as determined by the City of Cedar Rapids.
- Failure of the lid hinges to remain fully functional and to continually hold the lid in the intended position, open or closed.
- Failure of any portion of the container bottom to remain impervious to liquid or solid seepage in or leakage out of the container. If the bottom fails at any time during the ten (10) year warranty period, the entire container shall be replaced without cost.
- Failure of any part to conform to the minimum standards as specified in this RFP.
- Failure of the container or any component parts of the container which would render the container not useful as a recycling container.

4.5 Replacement Parts, Service and Availability

- 4.5.1 A list of spare replacement parts normally kept in stock to expedite minor warranty repairs shall be submitted with proposal. This parts list shall include part number, if applicable, and pricing. (See bid submittal form on page 17)
- 4.5.2 The awarded contractor shall supply an additional 5% of all replacement parts, at no additional charge, with each shipment of containers so that the City can establish an inventory of parts to be used for field repairs. The following are considered to be replacement parts:
- Handles and assemblies
 - Wheels and assemblies
 - Lids and assemblies
 - Lift bars and assemblies
 - All associated fasteners and brackets
- 4.5.3 All container components shall be obtainable by the City without the purchase of a complete new container required.
- 4.5.4 Contractor shall guarantee continuous availability of parts over the entire ten (10) year warranty period. A plan of action to fulfill this guarantee, including a list of alternative suppliers, shall be submitted with proposal.
- 4.5.5 The awarded Contractor shall have a sales and service representative available to respond by phone within 12 hours and respond on site within 24 hours if significant manufacturing or maintenance problems occur. Contact information for a local vendor for warranty service, parts and labor shall be provided with proposal.

4.6 Delivery – Freight, Shipping and Stacking

- 4.6.1 Deliveries will be accepted Monday through Friday. All deliveries must arrive at the specified location no later than 1:00 p.m. CST.
- 4.6.2 There may not be an unloading dock at the FOB location. At least 24 hours notice of shipment arrival is required in order to arrange for staff to assist with unloading.
- 4.6.3 **Contractor is responsible for all freight charges.** All shipments shall be FOB destination to the following address: City of Cedar Rapids Solid Waste & Recycling
940 4th Street SW
Cedar Rapids, IA 52404
- It is also possible that the city will direct some shipments of carts to alternative storage locations. Alternative delivery locations are within 3 miles of the main delivery address.
- 4.6.4 Containers shall be nested inside one another either fully assembled or fully assembled except for axles and wheels if needed to maximize shipping and storage space. The bottom container in each stack shall have its axle and wheels attached so stacks can be maneuvered. Lids shall be attached.

4.7 Cart Disposal – Explanation of how your company handles the disposal of damaged carts from a municipality shall be included with your proposal.

4.8 Buy Back Provision – The awarded Contractor shall agree to buy back damaged containers (resin), from the City's existing inventory, as well as containers purchased during the contract period. The price paid to the City shall be the scrap polyethylene price at the time of the transaction.

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

SECTION V METHOD OF EVALUATION

- 5.0 Contract Award - Any contract award(s) made by the City of Cedar Rapids Solid Waste and Recycling Division is subject to prior approval by the City of Cedar Rapids City Council.
- 5.0.1 Award of contract shall be made to the most responsible and responsive proposal from a Company whose proposal offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City may select a Proposer based on an “all or none” proposal, on individual responses, or as is otherwise deemed to be in the best interest of the City.
- 5.0.2 **The process of awarding the Contract shall be as follows:**
- 5.0.2.1 The evaluation team shall determine which Proposer has submitted the most responsive and responsible proposal using the criteria set forth below, and make its recommendation to the City Council.
- 5.0.2.2 The City Council shall consider a resolution awarding the contract and authorizing the City Manager to sign the Letter of Agreement on behalf of the City. Note, as provided for by Section 4.03 of the Cedar Rapids Municipal Code, no contract shall be deemed to be created and exist, unless and until the City Council adopts a resolution awarding the contract and authorizing the City Manager to sign the Letter of Agreement.
- 5.0.2.3 The City Manager executes the Letter of Agreement.
- 5.0.2.4 The City issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the work.
- 5.1 Proposal Evaluation Criteria - In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal.
- 5.1.1 **Qualifications and Experience**
- 5.1.1.1 Years of Experience of Key Personnel
- 5.1.1.2 Feedback from References
- 5.1.1.3 Knowledge and experience with providing similar products
- 5.1.1.4 Technical support offered
- 5.1.1.5 Financial responsibility/stability
- 5.1.2 **Cost**
- 5.1.3 **Company Responsiveness to RFP**
- 5.1.3.1 Total scope of services offered
- 5.1.3.2 Responses to overall proposal and compliance with submission guidelines
- 5.1.3.3 Proposal presentation (completeness, organization, appearance, etc.)
- 5.1.3.4 Product sample submitted
- 5.2 Primary and Secondary Suppliers - The City of Cedar Rapids reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.
- 5.3 Financial terms will not be the sole determining factor in the award. To determine the award the City will use a proposal evaluation method that will enable them to award a contract to the Proposer offering services and experience that represents the best overall value to the City.
- 5.4 Proposal Evaluation Procedures - Proposals will be evaluated individually by a Proposal Evaluation Team (hereinafter referred to as the Team) using the “Proposal Evaluation Criteria” as listed above.

- 5.4.1 Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the City's requirements. Each prospective company is assured that any proposal submitted will be evaluated independently using the best available information and without any forgone conclusions.
- 5.4.2 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.
- 5.4.3 The Team may arrange demonstrations and/or conference calls with representatives of the companies whose proposals are deemed to be within the "competitive range." The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value. In addition, each Proposer deemed to be within the competitive range may be invited to submit a "best and final offer" if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation.

5.5 Acceptance of Evaluation Technique - A Proposer's submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

5.6 Buy Local Program – The Cedar Rapids City Council has passed a resolution adopting a Buy Local Program for the procurement of goods and/or services by competitive proposal. Preference shall be applied in percentage of total available points for proposals submitted by businesses located within the corporate limits of the City of Cedar Rapids who have submitted a Local Business Certificate.

Preference percentages are as follows:

10% for proposals less than \$25,000

5% for proposals equal to or greater than \$25,000 but less than \$200,000

1% for proposals equal to or greater than \$200,000

The local preference is applicable only to goods and services purchased without the assistance of federal, state or county grants or funds or pursuant to the competitive laws of the State of Iowa. Information on the City's Buy Local Program is available on our web site www.cedar-rapids.org/purchasing. Questions regarding the Buy Local Program should be emailed to buylocal@cedar-rapids.org.

SECTION VI FINANCIAL AND NON-FINANCIAL PROPOSAL

6.0 Financial Proposal: This portion of the Company's proposal shall include ONLY the proposed cost. **FOB point in terms of loss or damage is destination. Freight and/or delivery charges are to be included in the price of the goods.**

Pricing per cart for 64-70 Gallon Wheeled Containers for Recycling Collection:

Pricing Threshold	Total Quantity	UOM	All Plastic Wheel with Smooth Tread	Plastic Wheel with Bonded Rubber Tread
One (1) truckload		EA	\$	\$
Two (2) truckloads		EA	\$	\$
Three (3) truckloads		EA	\$	\$
Four (4) truckloads		EA	\$	\$
Five (5) truckloads		EA	\$	\$
Six (6) truckloads		EA	\$	\$
Seven (7) truckloads		EA	\$	\$
Eight (8) truckloads		EA	\$	\$

Pricing for Spare Parts:

Part Description	UOM	Part #	Price
Lids	EA		\$
Hinges	PR		\$
Wheels, plastic w/ smooth tread	PR		\$
Wheels, plastic w/ bonded rubber tread	PR		\$
Axles	EA		\$
Catch bar	EA		\$
Plastic rivets	EA		\$
Pins	EA		\$
Other:			\$

Are you able to provide a full color sticker integrally molded into the cart lid identifying the materials that can be recycled (as described on page 11)? ☐Yes ☐No

If yes, what is the additional price per container to add this type of sticker? \$ _____

Lead time from receipt of purchase order: _____ calendar days

A purchase order will be the document that authorizes each purchase to be made.

Name of Company: _____

Authorized Signature: _____

Date: _____

- 6.1 Non-Financial Proposal: This portion of the proposal may be organized in a format determined by the Proposer, but should include all materials of the proposal relating to the containers, specifications, requirements, warranty, service plan and other information of a non-financial nature. Also include in this portion an implementation schedule detailing all key project milestones in a timeline form that clearly indicates the start and completion of all events necessary to accomplish the scope of this proposal.

DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL

1. Certificate of Insurance – Requirements listed on page 20
2. Financial Proposal – Page 17
3. Non-Financial Proposal – Page 18
4. Signature Page – Page 19
5. General Company Information – Attachment A
6. Required Process and Product Information – Attachment B

SECTION VII 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 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 proposer, 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 Proposer'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.

SECTION VIII INSURANCE REQUIREMENTS

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.

Product Liability Insurance with limits of at least \$3,000,000 per occurrence for Bodily Injury and Property Damage. This coverage shall protect the public or any person from injury or property damages sustained by reason of the use of the products supplied by 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.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. The Description area of the certificate should list **Recycling Carts** as the products the certificate covers.
2. The minimum liability limits required by the CITY are: \$3,000,000. This must be **occurrence form** liability coverage.
3. The following address must appear in the Certificate Holder section:
City of Cedar Rapids
Purchasing Services Division
3851 River Ridge Dr. NE
Cedar Rapids IA 52402
4. Certificates may be sent by e-mail (r.johnson2@cedar-rapids.org), fax (319-286-5130), mail or delivery to the attention of Rebecca Johnson. 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.

SECTION IX 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. **PROPOSAL FORM** - In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
4. **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.
5. **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.
6. **BROCHURES** - Proposals 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.
7. **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.
8. **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.
9. **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.
10. **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 proposal 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.
11. **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).
12. **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.
13. **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.
14. **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.
15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.
16. **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.

17. **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.
18. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the City.
19. **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.
20. **MISCELLANEOUS** - 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.
21. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the City.
22. **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.
23. **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.
24. **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.

25. **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.
26. **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.
27. **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 proposal upon the terms and prices set forth herein.
28. **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.
29. **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.
30. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this proposal 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.

31. **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.
32. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
33. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
34. **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.

35. **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.
36. **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.