

REQUESTS FOR BID FOR 404 HMGP BUYOUT DEMOLITIONS

Sealed bids will be received until 8:30 a.m. November 21, 2017

Cedar County Emergency Management Agency (EMA)

Attention: Nicole Wethington

400 Cedar Street

Tipton, Iowa 52772

No bids will be received after this time.

Bids will be publicly opened and read aloud at 9:30am November 21, 2017) at the Cedar County Board of Supervisor meeting.

The RFP will be awarded upon review a checked for requirements at the Cedar County Board of Supervisors meeting. A date and time will be selected to have the awarded demolition contractor sign the contractor sign the contract, which will be in the form of the attached letter of agreement.

Minority and women-owned businesses are encouraged to participate. Bid guarantee in the amount of 5% of the bid amount must accompany each bid submitted. Bid security should be made payable to Cedar County to help ensure that if awarded a contract the bidder will enter into a contract at the prices bid. A certified check may be used in lieu of a BID BOND, as well as a cashier's check or certified share draft. The awarded contractor will furnish the required Certificate of Insurance (see page 29 of the request for bid for requirements) within ten (10) days after the acceptance of the proposal by Cedar County Board of Supervisors and is required before contract award. Payment and performance bonds are required each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by Cedar County, will be required for the faithful performance of the contract. This invitation is given and published pursuant to authorization of the Cedar County Board of Supervisors. Cedar County reserves the right to reject any or all bids and to waive any informality or irregularity.

Cedar County reserves the right to reject any and all bids and to waive. What is its sole opinion, minor technicalities or irregularities of any type or nature. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of Cedar County, be taken into consideration and either waived or considered to be a basis for bid rejection. Cedar County will enter into such contract as it shall deem to be in its best interest. Cedar County reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids.

By making any proposal on this project, the bidder represents that the bidder has examined the properties in question.

If any questions, please contact:

Cedar County Emergency Management Agency (EMA)

ATTN: Nicole Wethington

711 E. South Street

Tipton, IA 52772

(563) 886-3355

nwethington@cedarcounty.org

BID REQUIREMENTS AND SPECIFICATIONS FOR DEMOLITION

Cedar County is seeking certified demolition contractors to demolish flood damaged structures.

Contractors submitting a bid must also submit a copy of their current contractor's registration with the State of Iowa.

The County-owned structures have been surveyed and cleared of asbestos containing materials.

SCOPE OF WORK

The primary purpose of this scope of work is to maintain the public health, safety, and well-being of the County during the response to structures that were damaged by flooding, as well as to restore the public areas of the County to a normal condition. The contractor understands and agrees that demolition and debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this contract in the shortest time possible. After given Notice to Proceed, the structures will be demolished as quickly as possible.

The work to be performed under this contract shall consist of demolition and removal of flood damaged structures as directed by the County. The awarded Contractor will be given salvage rights to each structure.

A Debris Monitor will be employed by Cedar County EMA on behalf of Cedar County to monitor the performance of this contract. Direction by Cedar County in this proposal shall also mean direction by the Monitor. The Monitor will not have the authority to grant deviations from this contract. No demolition activities shall be performed and no debris shall be loaded without the presence of the Monitor issuing a proper load ticket to document the origin of the load with GPS coordinates, date, contractor name, truck number, and loading departure time.

It shall be the contractor's responsibility to secure the site by whatever means necessary to prevent unauthorized entry.

The Contractor must review this Scope of Services and provide support for the fact that the contractor has sufficient experience and expertise as necessary to execute the terms and conditions of this contract.

The initial task under this request for bid includes the following structures identified by the County to be in need of demolition and site clearance. Please bid the demolition of the structures as indicated and detailed below and on the bid tabulation pages. Other structures that were severely damaged by the flood that posed a safety risk to the public were previously demolished. Demolition contractors are encouraged to look at each site before submitting a bid.

1. ADDRESSES LISTED

The Contractor shall maintain work sites to appropriate standards, safety standards, and regulatory requirements. All materials shall be removed, hauled, and disposed according to applicable federal, state, and local requirements.

The Contractor shall be responsible for compliance with all federal, state, and municipal requirements related to structure demolition and removal, including, but not limited to, requirements of the Occupational Safety and Health Administration (OSHA), EPA, and the DNR. These requirements include (but are not limited to) good demolition practices.

Utility Disconnects

The contractor shall be responsible for coordinating with attendant utilities for disconnection of services, including water, sewer, power, telephone, cable, internet, and natural gas. All utilities must be disconnected to meet safety or local code requirements.

1. Water Service Disconnects: All structures are located on private wells. These wells will need to be plugged in accordance with Iowa Department of Natural Resources and the Cedar County Environmental Department requirements if the well falls within the footprint of the structure being removed. The well must be plugged by a certified well contractor. An Abandoned Water Well Plugging Record must be completed for each well and submitted within 30 days to the Cedar County Environmental Department Requirements.
2. Sanitary Sewer Disconnects: All structures are served by septic systems. Septic systems will need to be removed, even if there is just a garage on the property. Septic systems will need to be pumped and filled in accordance with the Iowa Department of Natural Resources and the Cedar County Environmental Department Requirements.
3. Other Items: Underground storage tanks must be removed or closed in place according to Iowa Department of Natural Resources requirements. See #4 Archeological Deposits in the event that historic shaft features such as wells, cisterns or privies are uncovered, the contractor will inform the on-site monitor who will in turn notify Cedar County Officials. Cedar County EMA on behalf of the Cedar County will notify Iowa Homeland Security Emergency Management Division, FEMA, State Historic Preservation Office and Office of State Archeology. These features should be filled or capped with clean material.

Tires, Household Hazardous Waste, White Goods, and Electronics

The above hazardous wastes should be removed from the structure and must be disposed of according to State of Iowa DNR and Cedar County Iowa regulations.

Hold Harmless

The Bidder agrees to protect, defend, indemnify, and hold harmless Cedar County, its officers and employees, the U.S. Government, FEMA, State of Iowa, their agencies and agents from any and all claims, damages, liability, loss, and expense of every kind and nature made, arising out of, resulting from or incurred by reason of all claims, actions or suits based upon or alleging bodily injury, including death, or property damage rising out of resulting from the contractor's operation under this contract, whether by themselves or by any

subcontractor or anyone directly or indirectly employed by either of them. Contractor is not and shall not be deemed an agent or employee of Cedar County.

Monitoring

This project is totally or partially funded by FEMA. FEMA site monitor(s) may be present to observe and monitor demolition procedures at the worksite. Cedar County EMA, on behalf of Cedar County, will be onsite to monitor the demolition.

Demolition of HMGP Acquisition Structures

Demolition debris, including the building superstructure, cement slabs of basement-less structure, other cement slabs, sidewalks, driveways, planters, retaining walls, patios, decks, fences, and the like must be removed from the site. *(Unless structure foundation can stabilize river bank erosion; but must be filled with clean fill approved by Cedar County)* Basements are to be collapsed inward to at least two feet under grade with the rubble left in the basement. A hole of at least two feet in diameter is to be punched into the floor prior to backfilling. If a retaining wall must be removed, the walls shall be completely removed and the embankment shall be cut back to a slope of two horizontal to one vertical.

As designated by the County, the contractor shall employ good demolition techniques, which includes:

1. Using the demolition techniques that minimize ground disturbance. Trees shall not be removed except in cases where obstruction is a safety factor.
2. Maintaining the practice of keeping personnel at a safe distance from demolition activities
3. Loading the materials with techniques to maintain a sufficient distance from personnel to reduce excessive exposure to airborne material.
4. Tarping loads or otherwise preventing material from becoming airborne during hauling.
5. Material cleaning of the demolition site to remove all materials from the site.

Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization.

Archeological Deposits

In the event that archaeological deposits (soils, features, artifacts, including cisterns, privies, and the like) or other remnants of human activity are uncovered, or if archeological deposits are found during project demolition construction activities, the project will be halted immediately in the vicinity of the discovery, and the contractor will take reasonable measures to avoid or minimize harm to the finds. The contractor will inform the on-site monitor who will in turn notify Cedar County Officials. Cedar County EMA, on behalf of Cedar County, will notify the State Historical Society of Iowa (SHSI) and FEMA immediately. Work in the sensitive area cannot resume until a qualified archaeologist determines the extent of the discovery, consultations between SHSI and FEMA are complete and Cedar County has been notified by SHSI and FEMA.

Fencing

A demolition zone consisting of temporary barricade type fencing shall be erected around each structure to be demolished to prevent access by the public. Such fence shall be: 1) At least four feet high. 2) Consistently restrictive from top to grade. 3) Without horizontal openings or indentation wider than two inches. The fence shall be erected before demolition begins and shall not be removed until the basement is filled.

Backfill - Finishing

The contractor shall obtain inspection and approval from the Cedar County EMA prior to backfilling any excavations, holes, or depressions on the demolition site as a result of the structure demolition. Excavations, cellar holes, basement holes, abandoned cisterns, or other depressions in the wrecking site shall be filled and compacted with sand or earthen fill from a previously used borrow pit. A tillable layer of topsoil (4-6 inches) from a previously used site must be spread over the entire lot to a uniform, natural grade consistent with established adjacent grades. (No fly ash or equal).

Adjacent grades: When referred to in these specifications, adjacent grade means approximate existing elevations of the ground surrounding the basement, or other excavated or depressed area, at the distance of 5 feet outside the area, particularly when the existing ground has previously been graded up so as to slope away from the structure. Backfill will match the stability and grade of the adjacent undisturbed soils. To prevent the setting of the backfill and the ponding of surface water, grade will remain uniformly stable for at least sixty days after the date the job is reported "finished," or if the backfill materials were frozen when used causing unacceptable settling during the first sixty days after the ground is free of frost. The contractor shall remedy such settling by additional tamping refilling, compacting, and re-grading in conformance with the standards set forth in this section.

Cleanup: All pieces, parts, scraps, debris, rubbish, wood, and organic materials from a structure or part of a structure in the process of being demolished shall be cleaned up and removed from the premises daily. Final cleanup after the structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents, and its furnishing, including all debris, organic materials, rubbish, wood, concrete, and masonry rubble in their entirety. Examples include: area-ways, stairways, stairwells, or depressed structures shall be completely removed. Concrete slabs on grade including floors of basement-less buildings, entrance slabs, patios, garages, or shed floors. If an accessory building (garage or shed) is part of the specific project, the underlying concrete, stone or brick floor shall be removed. All hazardous open pits and recesses shall be filled with thoroughly tamped earth to completely eliminate the hazard.

Erosion Control: Preparation of the site: General: Equipment necessary for the proper preparation of the ground surface and for handling and placing all required materials shall be on hand, in good condition and shall be approved by the onsite monitor.

Tillage: After the areas have been brought to an appropriate grade, the areas shall be thoroughly tilled to a depth of at least 3 inches by plowing, disking, harrowing, or other approved methods until the conditions of the soil is acceptable to the onsite monitor. Work only during periods when beneficial results are likely to be obtained. When conditions are such, by reason of drought, excessive moisture, and other factors, that satisfactory results are not likely to be obtained, work shall be stopped.

All final grading and sloping with required surface drainage shall be completed before seeding operations are commenced.

Areas inaccessible to field machinery shall be prepared by hand to a depth not less than 2 inches. After seedbed preparation has been completed, the contractor shall pick up all dispose of all debris, including stones, boulders, logs, stumps, cables, or other foreign material that will interfere with the seeding operation.

Seeding: Seeding must be made during the seasons when the seed will grow and provide expected cover. Avoid midsummer seeding unless the areas can be mulched and irrigated. All seeding times shall be approved by the onsite monitor. Seed in early spring, March through May, and early fall, August through September. A method of sowing seed satisfactory to the onsite monitor shall be employed, such as use of appropriate hydraulic, gravity, endgate-cycle, or hand-cyclone seeders. The equipment shall have suitable capacity and working pressure and a nozzle adapted to the type of work. Supply tanks shall have a means of agitation. Tanks shall be calibrated and provided with a calibration stick or other approved device to indicate the volume used or remaining in the tank. Gravity seeds shall be pulled by mechanical means, shall provide agitation of the seed, shall have an adjustable gate opening, baffle plates spaced not more than 2 feet apart. The baffle plates shall extend from the agitator shaft to within approximately 2 inches of the top of the seed hopper. Wind guards will be required to facilitate seeding when moderate wind conditions exist and when so ordered by the onsite monitor wind guards shall be placed in front or in back (or both) of the seed outlet and shall extend to near the ground line. Endgate-cyclone seeders shall be suitably mounted. Movement shall be provided by mechanical means. The seed shall drop through an adjustable-flow regulator onto a rotating, power-driven, horizontal disk or fan. Hand-cyclone seeders shall be carried by the person dispensing the seed. The seed shall drop through an adjustable-flow regulator onto a rotating, hand-driven horizontal disk or fan.

For soils that are somewhat poorly drained with high moisture holding capacity and may not be tilled but surface drainage prevents standing water, then use a seed mixture of 80% (by weight) of Kentucky bluegrass and 20% Redtop. The seeding rate shall be 2.5 lbs. per 1000 sq. ft. For soils that are sandy or shallow to sand

or bedrock, excessively drained or droughty soils, use a seed mixture of 30% Kentucky Bluegrass and 70% Creeping Red Fescue. The seed rate shall be 25 lbs. per 1000 sq. ft.

For soils that are moderately deep to deep, moderate to well drained, medium textured soils, use 60% Kentucky Bluegrass and 40% Creeping Red Fescue. The seeding rate shall be 2.5 lbs. Per 100 sq. ft.

Annual ryegrass at a rate of 10 lbs. per acre may be seeded with permanent grass seed only during the spring seeding period and on those areas where quick cover is needed with approval from the onsite monitor. All seed shall be applied uniformly using approved methods.

Grasses	Minimum Seed Purity (%)	Minimum Germination (%)
Kentucky bluegrass	85	80
Redtop	90	85
Tall Fescue	98	85
Creeping Red Fescue		85
Rye	97	90

Sewers, stacks, or other sanitary pipes extending to or through the floors and slabs shall be filled.

Priority Work Areas

The County will establish the priority of and shall approve the geographic work areas in advance in which the contractor will be allowed to work. A meeting will be held to determine approved work areas. If multiple contracts are awarded, each contractor will be assigned a property for demolition. The country may choose to reassign properties at any time for any reason. The contractor shall remove all debris and leave the site from which the eligible debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at reasonable judgment of the Debris Monitor.

Debris Ownership and Hauling Responsibilities

Once the contractor begins activity on a site, all debris generated is the property of the contractor and the contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. This includes all materials resulting from demolition unless otherwise specified in the scope of work.

Debris Disposal

Contractor acknowledges, represents and warrants to the county that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other federal, state, or local agencies or authorities.

- A. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the contractor. The contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- B. Contractor is responsible for determining and complying with the applicable requirements for securing loads while in transit and that all trucks have a solid metal tailgate. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

Equipment

- A. The contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools, and other items necessary for and incidental to executing and completing all required work.
- B. All equipment and vehicles utilized by the contractor shall meet all the requirements of the federal, state, and local regulations including, without limitation, all US DOT, Iowa DOT, and safety regulations, and are subject to the approval of the county. All loads must be secured and solid metal tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer.
- C. The contractor shall supply vinyl tape placards identifying the county, the names of the contractor and subcontractor, and large spaces for the monitor to write in the assigned truck number and other information. The contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- D. The contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of debris to the permanent disposal site. The listing shall include the following information:
 - a. Truck and/or trailer license number
 - b. Year, make, and color of each truck and/or trailer
 - c. Cubic yardage capacity of each trailer as measured and recorded by the monitor
- E. Each truck and trailer passing through disposal check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the

above information or not containing other identification as may be required by the county shall not be paid for debris being transported.

- F. Load tickets shall be supplied by the Debris Monitor for all trucks and shall include a means of identifying the truck, the specific location (address and GPS coordinates) from which debris is removed, the disposal site to which materials were delivered and a place for the authorization by the Debris Monitor and the landfill site operator.

Property Damage

The contractor shall be responsible for all damages to public and private property. The contractor shall have at least one responsible individual who is dedicated to resolving reports of property damage. Contractor shall maintain a log property damage reports and their resolution, including dates for each damage report, pictures, contact information, and resolution. If public or private property damaged by the contractor is not repaired or resolved on a timely basis to the satisfaction of the county, the county has the option of having the damage repaired at the contractor's expense to be reimbursed to the county or withheld from the contractor's future payments.

AWARD CRITERIA

Award of bid shall be made to the lowest and best responsive Bidder(s) meeting the specification set forth herein. In addition to the quoted price, the following is a partial list of criteria that may be used in our determination of vendor responsibility and responsiveness:

- A. Superior quality and adherence to specifications;
- B. Service as specified in these bid documents;
- C. Company's reputation and financial status;
- D. Company's ability to meet the county's insurance requirements;
- E. Past experience and service provided by the bidder;
- F. Strength of bidder's hiring and training programs;
- G. Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services and provide the products specified;
- H. Strength of the company's safety program and history

The county reserves the right to accept or reject any or all bids; to request bids; 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 interest of the county.

TERM OF CONTRACT

The work to be performed under this contract shall be completed by the contractor within 60 days commencing upon written Notice to Proceed.

The county and the contractor may renew the original contract for additional sixty (60) day time periods by mutual agreement. Thirty (30) days' notice must be given to renew the contract for additional increments.

A Letter of Agreement and Notice to Proceed, prepared by the Cedar County EMA, shall become the document that authorizes the contract to begin. Each section contained herein, and addenda and the response from the successful bidder shall also be incorporated by reference into the resulting agreement.

No price escalation will be allowed during the initial term of the contract. The price will not exceed the written contract amount which is determined from the bid proposal. 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 material invoices, copies of commercial price lists, provision of appropriate indices, etc. which reflect said increases. The county 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.

If a bid is accepted, the successful bidder shall sign a contract, which will be in the format of the attached Letter of Agreement.

- A. The terms of the contract will include, but not be limited to the following:
 - a. The representative of the contractor shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of representatives of the contractor to make a personal examination of the job site and physical conditions which may affect the performance under the contract.
 - b. The work shall commence within five (5) days after being given the notice to proceed.
 - c. Payment shall be requested in writing by the contractor on a properly executed claim, bill, or statement. Payment will be made to the contractor within forty five (45) days after the submittal of an invoice.
 - d. The contractor shall not begin work on any demolition until after the contract has been approved by the Cedar County Board of Supervisors and a completely executed copy has been returned to the contractor with Notice to Proceed.
 - e. During the performance of the contract, the contractor, its assignees, and successors in interest shall comply with the anti-discrimination laws of the State of Iowa as contained in Chapter 19B and 551 of the Code of Iowa, which will be incorporated by reference and made part of the contract.
 - f. This project is totally or partially funded by FEMA. FEMA site monitor(s) will be present to observe and monitor survey procedures at the worksite.

- g. Government-Mandated Provisions. Since this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the county's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this section may not apply to the contractor or to the work or services to be provided hereunder; however the provisions will nonetheless be set forth in the contract to cause it to comply the Federal Law. Parenthetical comments in the following paragraphs are taken from 44CFR Section 13.36(i).
- B. Remedies. In the event that the contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in the contract, and if such default remains uncured for a period of 5 days after notice of default has been given by Cedar County to the contractor, then the county will have the right to take any one or more of the following steps, at its option:
- i. By mandamus or other suit, action proceeding at law or in equity, require contract to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the county under the contract, or obtain compensation for damages caused to the county by any such default;
 - ii. Have access to and inspect, examine, and make copies of all books and records of the contractor which pertain to the project;
 - iii. Make no further disbursements, and demand immediate repayment from the contractor of any funds previously disbursed under the contract;
 - iv. Terminate the contract by delivery to the contractor a written notice of termination; and/or
 - v. Take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of the contractor under the contract, including but not limited to the recovery of funds.
- b. No delay in enforcing the provisions of the contract as to any breach or violation shall impair damage or waive the right of the county to enforce the same or to obtain relief against or recover the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that the county prevails against the contractor shall pay the reasonable attorney's fees and expenses incurred by the county.
- C. Termination for Cause and for Convenience. The county shall have the right to terminate the contract at any time by delivering to the contractor 7 days' advance written notice of intent to terminate.
- D. Contractor shall comply with Executive Order 11246 of September 24th, 1965, entitled "Equal Employment Opportunity," as amended by Executed Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees).

- E. The contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair).
- F. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276A-7) as supplemented by Department of Labor regulations (29 CFR Part 5). Applies to construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by federal grant program legislation, but does not apply to projects paid for with disaster funding).
- G. The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Applies to construction contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- H. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this agreement, the contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this agreement, the contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.
- I. Access to Documents. The contractor shall exercise best efforts to maintain communication with the County’s personnel, whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested the parties or as dictated by the subject matter to be addressed. During the term of this agreement and for the ensuing record-retention period, the contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days or request, to Cedar County, Iowa Homeland Security and Emergency Management Division (HSEMD), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts, and/or transactions. For purposes of this section, “records” means any and all books, documents, papers, and records of any type or nature that are directly pertinent to this agreement. The contractor agrees to furnish, upon termination of this agreement and upon demand by the county, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the contractor pursuant to this agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this agreement. In such event, the contractor shall not be liable for the county’s use of such documents on other projects.
- J. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this agreement.

- K. The contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and sub grants of amounts in excess of \$100,000).
- L. Energy Efficient Standards. The contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19646, Apr. 19, 1995].

ESTIMATED QUANTITIES

The County does not guarantee any quantity of work under this contract. Actual quantities, whether lesser or greater than estimated by the contractor, will not affect the process or price bid by the contractor and accepted by the county. The contractor is to indicate on each bid tabulation sheet his estimated quantities of debris and fill material. Payment will be made based on these quantities regardless of the actual amounts involved.

BID EVALUATION PROCEDURES

The Cedar County Board of Supervisors will evaluate the bids individually. Financial terms will not be the sole determining factor in this award. Other criteria such as those listed on page 5 will be considered, as well as any other factors that the County Board of Supervisors determines may affect the suitability of the bid or Cedar County's requirements. A Contractor's submission of the bid constitutes their acceptance of the evaluation technique and their recognition and acceptance that the evaluators in this evaluation will use subjective judgement.

CONTRACTOR EMPLOYEES

Any person performing work on behalf of the contractor 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 county an employee of the contract is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while performing work, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

PRICING

All prices quoted by the contractor shall include mileage, insurance, gas, maintenance, labor, administrative costs, equipment, and all other charges (exclusive of taxes). There shall be no charge for overtime or holiday premium pay. This contract will not waive tipping fees, landfill charges, or other disposal costs. This is a unit price, lump sum contract; all bids, bid components, and bid tabulations are on a "not to exceed" basis. 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.

Charge orders, additions, deletions, and other charges in the scope of work, will take the form of written amendments mutually agreed to by the contractor and county. In the case of mathematical errors, transportation of figures and the like, actual bid tabulation totals will take precedence over summary bid figures.

Iowa State Contractors Registration

With bid submittal the contractor shall provide State of Iowa Contractors Registration documentation.

BONDS AND INSURANCE

Prior to signing the contract, the contractor agrees to furnish the county with all applicable certificates of insurance. Within 72 hours after signing the contract, a Surety Bond in the amount of \$5,000 for an excavation contractor if street excavation is required.

Each BID must be accompanied by a BID bond payable to Cedar County for five percent (5%) of the total amount of the BID. When the agreement is executed the bonds of the remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved after which it will be returned. A certified check may be used in lieu of a BID BOND, as may a cashier's check or certified share draft. A performance BOND and payment BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by Cedar County, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy by their power of attorney.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance BOND within ten (10) calendar days of the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary agreement and BOND forms. In case of failure of the BIDDER to execute the agreement, Cedar County may at their option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of Cedar County.

Cedar County within ten (10) days of receipt of acceptance performance BOND, payment BOND, and agreement signed by the party to whom the agreement was awarded shall sign the agreement and return to such party as executed duplicate of the agreement. Should Cedar County not execute the agreement within

such period, the BIDDER may by WRITTEN NOTICE withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by Cedar County.

PAYMENT - BILLING

Purchases authorized under this contract will be paid for upon receipt of an original invoice within sixty (60) days and after all services are delivered, inspected, and accepted. If multiple contracts are awarded, each property is requested to be invoiced individually.

The invoice shall clearly state:

1. The contractor name,
2. The address of each structure and GPS coordinates,
3. Itemized demolition cost for each structure broken down into the four items listed on page 10,
4. Description of work performed, and
5. Date of demolition

Invoices shall be billed to:

Cedar County
Attention: County Auditor
400 Cedar Street
Tipton, Iowa 52772

Invoices shall be mailed to:

Cedar County EMA
400 Cedar Street
Tipton, Iowa 52772

Final payment will not be made until a passing Final Inspection is given.

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

SURCHARGES

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

WARRANTIES AND REPRESENTATIONS

The contractor shall comply with all Federal, State, County, and municipal laws, ordinances and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin, or ancestry. The contractor further certifies he is eligible to perform this contract under local, state, and Federal law, is not now and has never been debarred from performing Federal or State government contract.

Contractor, having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with these Request for Bid, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the contract documents, of which this Request for Bid is a part.

The contractor is to indicate on each bid tabulation sheet his estimated quantities of debris and fill material. Payment will be made based on these quantities regardless of the actual amounts involved.

The contractor hereby agrees to commence work under this contract on a date to be specified in a written "Notice to Proceed" and to fully complete the work in the contractual period of time allotted.

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

EXHIBIT "A"

Bidder's Submittal Form

The BIDDER is required to indicate the name and address of all subcontractors.

The BIDDER agrees to perform all the work described in the contract documents and the above project specifications for the above indicated residence at the following indicated price, and all bids shall include all other applicable fees. Bids as received must be for the execution of the entire job as called for in the project specifications provided. Each property is to be bid as a separate bid tab. The individual bid tabs are to be totaled to each bid amount as entered in the bid summary. **Do not include Alternative Bids in bid summary price.** This is a unit price, lump sum contract; all bids, bid components, and bid tabulations are on a **"not to exceed"** basis.

Company Information & Approval that the Information provided is Truthful and Accurate:

Contractor is an: Individual ___ Partnership ___ Corporation ___ Firm ___

Company Name: _____

By: _____

Title: _____

Address: _____

City: _____ State: _____

Phone Number: _____

Company Authorized Representative Signature: _____

References:

Please provide 3 references of demolition projects completed by your company:

1. _____
Project Contract Phone Number

2. _____
Project Contract Phone Number

3. _____
Project Contract Phone Number

EXHIBIT "B"
TOTAL PROJECT BID
TABULATIONS

ADDRESS*****

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, licenses and permits, the undersigned hereby proposes to perform in accordance with this Request for Bid, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the contract documents, or which this Request for Bid is a part. The contractor hereby agrees to commence work under this contract on a date to be specified in a written "Notice to Proceed" of the owner and to fully complete the work in the contractual period of time allotted. **Any amendment(s) to the scope of work will take the form of written amendment(s). The estimated quantities the contractor has indicated below do not necessarily reflect the actual quantities of debris that will be moved as part of this contract.** The estimated quantities will be used for the sole purpose of assisting the county in its evaluation of the bids for award of a contract, if one is to be made. The contractor acknowledges that no representation or guarantee is made by the county or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. **The tipping fee charged by the _____ Landfill for is \$ _____ per ton. The contractor shall pay all tipping fees and disposal costs and the tipping fees shall be included in the unit prices submitted on the Bid Submittal Form.** Contractor agrees to complete the project as described in accordance with the specifications and other information including in the contract documents for the following prices:

Item #	Description	Contractor's Estimated Quantity	Unit Price (Written)	Unit Price (Numeric)	Total Cost
1.					
Total project cost for ADDRESS***** , not to exceed:					

Contractor: _____

By: _____

TECHNICAL PROPOSAL

The experience requirements are as follows and must be separately addressed and covered:

1. Describe experience in all aspects of demolition and debris management, to include demolition, hauling, disposal, contract management, accounting, and documentation systems.
2. Company profile including the firm name, business address, telephone number, and year established.
3. Each bidder shall submit a written statement describing the experience, organizational structure, and “chain of command” of the contractor’s and subcontractor’s response team and the project management methods that are most appropriate to perform the contract services. The statement must include: historical methods for communicating with team members and local emergency management staff, team work assignments, data management, and project tracking methodologies. Bidder shall provide:
 - a. Education, background, and experience of Senior Management;
 - b. Professional recognition of Bidder and/or its Senior Management team;
 - c. The ability of Bidder to reduce and/or prevent the instances of fraud, waste, and abuse. Any reservists, consultants or part-time employees, or sub-contractor employees must be identified as such.
4. References. Include a reference list of at least three (3) clients to whom the contractor and/or its subcontractors have provided services similar in scope and size to those being proposed herein. At least three references must be relating to a project including disaster debris removal and at least two must include structure demolition. Please indicate which references are related to demolition and debris projects specifically/
5. Environmental Plan. Bidders must provide an Environmental Plan to demonstrate compliance with applicable environmental regulations in the demolition and debris removal process.
6. In the event that negotiations should occur, the bidder shall list who shall service as the authorized negotiator for the contractor.
7. Whether Bidder or any employee thereof, anticipated being assigned to provide debris removal services has been a defendant in any proceeding involving or arising out of debris removal services within the past five years.
8. Whether or not the Bidder has had a contract related to demolition or debris removal cancelled with the last seven years. If so, state the name and address of the other contracting party and reason.
9. All Bidders
10. The volume of service needed is unknown. The agreement established with the successful bidder shall be for service as needed with no guaranteed minimum tonnage of debris to be removed.

Please provide the estimated average number of tons your company has the capacity to remove per day: _____

11. Has your company received an OSHA violation in the past five years?

Yes ____ No ____

If yes, please attach copies of the citations and an explanation of how they have been resolved.

12. Which of the two designated landfills will you be using?

13. Furnish a complete and updated list identifying truck and trailers that will be used in the transport of debris to the designated landfill. This listing shall include the following information:

- a. Truck and trailer license number
- b. Year, make, and color of each truck/trailer
- c. Cubic yardage capacity of each trailer as measured

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 they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full.

Submitting Firm:

Address:

City: _____ State: _____ Zip code:

Authorized Representative (print):

Authorized Representative Signature:

Date: _____

Email: _____

Phone: _____

Fax: _____

EXCEPTIONS/DEVIATIONS to this Request for Bid shall be taken in writing on an attached document provided by the Bidder. Please be as specific as possible. If your company has no exceptions/deviations, please write "No Exceptions."

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. Any changes in the scope of work will take the form of written amendments.

ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda). The authorized representative hereby acknowledges receipt of the following agenda:

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

PAYMENT METHOD: A check will be issued upon passing Final Inspection from the Building Inspector and the Debris Monitor.

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

Building Demolition Insurance Requirements

The contractor, at its own expense, shall procure and maintain the following insurance so as to cover all risk which shall arise directly or indirectly from the contractor's obligations and activities.

- 1. Workers Compensation and Employer's Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all of the contractor's' employees carrying out their work.
- 2. General Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for premises, operations, products, and completed operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the contractor or its employees carrying out their work.
- 3. Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least 41,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of work by the contractor or its employees.

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

Qualifying Insurance: Policies shall be issued by insurers who are authorized to do business in the State of Iowa. All policies shall be occurrence form and not claims made form. The contractor shall be responsible for deductibles and self-insured retentions in the contractor's insurance policies.

Additional Insured. Cedar County, its officers, employees, and agents (EMA) shall be named as additional insured on the contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance. The provision does not apply to workers compensation insurance.

Certificate of Insurance Requirements

1. "Cedar County, its officers, employees, and agents (EMA)" shall be designated as additional insured's.
2. The minimum liability limits required by the county are \$1,000,000. This must be occurrence form liability coverage.
3. The following address must appear in the Certificate Holder section:
Cedar County
400 Cedar Street
Tipton, Iowa 52772

4. Certificate of Insurance must be provided to the county prior to starting the project and before a permit will be issued. Certificates may be sent by email, fax, mail, or delivery.
5. Contractor shall provide the county with a renewal certificate of insurance 20 days prior to policy expiration dates.

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The Word COUNTY refers to Cedar County Board of Supervisor, throughout these Instructions to Bidders and General Terms and Conditions. Similarly, BIDDER refers to the person or company submitting an offer to sell its goods or services to the COUNTY. The words QUOTATION, BID, AND PROPOSAL are all offers from a BIDDER, but may represent different methods of obtaining price and other information from the BIDDER.
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. 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 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 county upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the county, or that is deemed irresponsible or unreliable by the county. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Proposal specifications.
4. **BID FORM** - Each Bidder must submit an original Bid on the forms attached plus any additional sheets provided by the Bidder that may be required for additional information. 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. The county will not consider replies that are not on the County's form. Bidders may submit additional information and brochures relative to the services 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 county'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** - Any deviation from this specification MUST be noted in detail, and submitted in writing and attached to 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 name should be clearly shown on each document.
6. **BIDDER 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 may include adequate brochures and advertising literature describing the service offered in such fashion as to permit ready comparison without specifications where applicable.
9. **SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS** - All changes in Bid documents shall be through written addendum and furnished to all Bidders. 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 successful bidder will protect and hold harmless Cedar County, the U.S. Government, FEMA, State of Iowa, Cedar County EMA, their agencies and agents from claims and damages of any kind arising out of the performance of this contract.
12. **COMPLETION DATE**- The completion as stated in the Bid Form shall be the time required to complete the project after the award of the contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the county, show the completion date for each item separately. If only a single completion date shown, it will mean that all tasks of the project included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the project will be completed in the time stated, assuming that the time between the Bid opening and the Notice to Proceed does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the completion time indicated is considered sufficient to delay the operational needs for which the service is intended.
13. **BID REJECTION OR PARTIAL ACCEPTANCE** - The County reserves the right to reject any or all Bids. The county 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 county.
14. **BID CURRENCY/LANGUAGE** - All Bid prices shall be shown in U.S. 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.
15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected, and accepted within 30 days and upon receipt of an original invoice.
16. **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.

- 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. 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.
- 19. MISCELLANEOUS**- The County reserves the right to reject any and all bids or parts thereof. The county reserves the right to inspect the contractor's facilities prior to the award of this bid. The county reserves the right to negotiate optional items with the successful Bidder.
- 20. MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the county.
- 21. 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.
- 22. TERMINATION OF AWARD FOR CAUSE** - If, through any cause, this successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements, or stipulations of the award, Cedar County 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 that notice is given by the County, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option on the County, 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 Bidder shall not be relieved of liability to the county for damage sustained by the county by virtue of breach of the award by the successful Bidder. The county may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due the county from the successful Bidder will be paid an amount as of the time notice is given by the county which bears the same ratio to the total compensation as the services actually performed bear to the total services the successful Bidder covered by the award, less payments of compensation previously made.
- 23. TERMINATION OF AWARD FOR CONVENIENCE** - The County may terminate the award at any time by giving written notice to the successful Bidder of such termination and specifying the effective date thereof, at least seven (7) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder or under the award shall, at the opinion of the county, 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 county as provided herein, the successful Bidder will be paid an amount

as of the time notice is given by the county which bears the same ratio to the total compensation as the services actually performed bear to the total services the successful Bidder covered by the award, less payments of compensation previously made.

- 24. 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 other, 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. 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.
 - b. 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 events 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.
- 25. ASSIGNMENT**- Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the county. Any assignment or attempt at assignment made without such consent of the county shall be void.
- 26. 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.
- 27. TIME PERIOD** - Prices are to be honored for the time period stated in your response on the signature page.
- 28. 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.
- 29. FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
- 30. METHOD OF AWARDING/QUOTING** - The county 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 county may consider your bid non-responsive and reject the entire bid.
- 31. TAXES** - Cedar County is exempt from sales tax and certain other use taxes. Any charges for taxes from which the county is exempt will be deducted from invoices before payment is made.
- 32. 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 Cedar County in connection with a bid or proposal, the

submitting party recognized this and waives any claim against Cedar County and any of its officer and employees relating to the release of any document or information submitted. Each submitting party shall hold Cedar County and its officers and employees, including Cedar County EMA, harmless from any claims arising from the release of any document or information made available to Cedar County arising from any bid opportunity.

33. PURCHASE ORDER - Purchase Orders will not be issued from Cedar County.

34. NO GIFT STANDARD - Cedar County is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees and agents including Cedar County EMA. Therefore, we ask all vendors to abide by our “No Gift” standard. The “No Gift” standard also applies to all offers of discounts or free items at any place of business targeted toward a County employee and not available to the general public, regardless of value.

35. NO PIGGYBACK CONTRACT - This contract may not be extended for use by any other government entity.