



Request for Bids: Residential Building Demolition
September 6, 2022

Background:

The City of Bettendorf, hereafter "the City" is accepting bids from Contractors to provide demolition services of 18 residential properties in the Duck Creek Floodplain. Bids will only be accepted via the electronic bid submission system at <https://bettendorf.ionwave.net> until 4:00 p.m., CST October 6, 2022.

Properties for Demolition

1010	Parkway Drive
1018	Parkway Drive
1100	Hawthorne Drive
1104	Parkway Drive
1107	Hawthorne Drive
1111	Crestview Court
1112	Parkway Drive
1115	Crestview Court
1116	Crestview Court
1120	Crestview Court
1120	Parkway Drive
1128	Crestview Circle
1136	Parkway Drive
1318	Parkway Drive
2401	Crestview Drive
2407	Crestview Drive
2418	Crestview Drive
2612	Greenway Drive

Scope of Work:

For all properties listed above the following must be performed.

- Obtain a demolition permit from the City.
- Raze, remove and properly dispose of the primary residential structure and all accessory structures including fences.
- Raze and remove and properly dispose of the foundation at least 1-foot below grade.
- Remove and properly dispose of all flatwork.
- Multiple punctures are required to the basement floor and walls to allow the free flow of drainage

- Remove water, sewer, and gas utilities (all to be abandoned at the mains).
- Obtain a permit for any right-of-way work or road cuts necessary to cap utilities.
- Repair to City specifications any roadway cuts.
- Fill and level (to existing pre-demolition elevations) the entire site to a minimum of 12-inches tillable soil. Backfill shall be clean fill, free of decomposing materials.
- Contractor is responsible for filling in the foundation with clean fill provided by contractor stock.
- Location of contractor's fill stockpile must be disclosed for each site prior to demolition.
- All rock and stones greater than 6 inches in diameter shall be removed.
- Soil shall be placed in 12-inch lifts and compacted to 95% standard proctor density.
- After final grading lot must be seeded with grass per the City's standard specification.
- All debris is to be removed to a licensed landfill.
- All applicable government permits must be acquired.

If some of the owners of the properties listed above choose to not participate in this project, the City may delete or add properties in the general area. The total number of properties shall not exceed 18, without written confirmation from the City.

All structures are free of asbestos which will be abated/removed under separate contract. This project is funded by a Federal grant, and therefore provisions under 2 CFR Appendix II to Part 200 must be adhered to (see attached regulation).

The bidder to whom the Contract is awarded shall commence work no later than the date set forth in a Notice to Proceed from the City of Bettendorf or its authorized representative for each site. There may be multiple sites released under a single Notice to Proceed. The proposed work at a demolition sites shall be completed within 45 days following the related Notice to Proceed for that site. Failure to complete the work within 45-days may result in liquidated damages in the amount of One Thousand Dollars and No Cents (\$1,000.00) per calendar day.

The Contractor should assume that the project, in its entirety, will take place over a period of several months and include both winter conditions (snow, ice, frost, and extreme cold) and non-winter conditions. Weather delays are not a legitimate reason to delay the expected completion date for each Notice to Proceed.

The Contractor shall provide a listing to the City identifying all subcontractors. All subcontractors must be approved by the City prior to procuring said subcontractors. The City of Bettendorf reserves the right to reject any and all bids and waive any informalities in the bidding.

Detailed invoices are required for payment. All invoices will be reviewed by the Community Development Director and, if approved, submitted for approval to the City Council. Payment will only be made after City Council approval. The City Council meets the first and third Tuesdays of each

month. Payments will be made in checks drawn upon the City of Bettendorf's bank from any fund from which payment for such work may be legally made.

Bid Requirements

1. PROPOSAL GUARANTEE
A Proposal Guarantee must accompany each bid as security that if awarded a contract by the City of Bettendorf, the bidder will enter into the Contract at the prices bid. The Proposal Guarantee may be forfeited to the City and the proceeds retained as liquidated damages if the bidder to whom a Contract is awarded fails to execute the Contract. The amount of the Proposal Guarantee shall be 10% of the bid quantity in U.S. dollars.
2. ADDENDA
As needed, addenda, for the purpose of adding to, deleting from, or interpretation of the contract documents may be issued prior to the time established for the receiving of bids.
3. FORM OF PROPOSAL
Only bids submitted on the Form of Proposal via <https://bettendorf.ionwave.net>, provided herein, will be considered.
4. QUANTITIES
The approximate quantities of work involved in each division or section of work are itemized in the Form of Proposal. Each bidder shall determine for himself/herself the actual quantities involved and bid accordingly. The quantities shown for unit price items are estimates only, but for the purpose of comparing bids are fixed. These estimates of quantities shall in no way limit the City of Bettendorf from making changes as provided for in the General Conditions.
5. RESPONSIBILITIES OF BIDDERS
Each bidder shall examine the proposed contract documents for the work and judge all circumstances affecting the cost and nature of the work. The bidder shall inform himself/herself fully of field conditions under which work is to be performed, including, but not limited to: underground conditions - obstacles, utilities, groundwater, presence of clay, rock, loess, boulders, silt, quicksand, and any other formulations, etc.; aboveground conditions - drainage, soil, utilities, structures, obstacles, etc. Submission of a proposal implies that bidder has visited and examined the site(s) and is fully conversant with all field conditions and job conditions affecting the cost and nature of the work.

A bidder who enters into a contract will not be allowed any extra compensation by reason of any condition, matter, or thing concerning which said bidder might have fully informed himself/herself prior to bidding.
6. SAFETY
Each bidder shall carefully examine the proposed contract documents and the conditions under which work is to be performed to satisfy himself/herself that the proposed work can be done safely. If a bidder

has any misgivings as to their ability to complete the proposed project without endangering the lives or safety of their employees, subcontractors, City of Bettendorf employees, or the public, the bidder shall so report to the Community Development Director in writing, at least ten (10) days prior to the scheduled closing time for receiving bids. Submission of a proposal without such a report implies that the bidder has no misgivings and assumes full responsibility for the safety of all persons connected with the project and the public.

7. BID PREPARATION

Each bid submitted shall be itemized in its component parts. Bids submitted must be made for materials furnished in the work to be completed and no proposal will be considered on any part of the work not complete in place, nor on any materials except in completed work, unless otherwise specifically provided for herein. Prices bid must be entered on the Form of Proposal.

The bidder shall not stipulate any condition or qualifying statement not provided for in the Form of Proposal. Such a condition or qualifying statement may be declared irregular and be cause for rejecting the bid.

8. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract Documents, he/she may submit to the Community Development Director a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by an addendum duly issued.

9. BIDS

Bids will only be accepted via the electronic bid submission system at <https://bettendorf.ionwave.net> until 4:00 p.m., CST October 6, 2022.

10. Bid Bond Form

If the bidder chooses to use a Bid Bond as the Proposal Guarantee, it must be on the City of Bettendorf Bid Bond Form. All bids submitted with Bid Bonds of any other form will be returned. Proposal Guarantees of all except the two (2) lowest bidders will be returned within seven (7) days after the opening of bids. Proposal Guarantees of the two (2) lowest bidders will be returned within thirty (30) days after the Contract is fully executed.

11. EXECUTION OF BID

A Individuals: Bids which are submitted by an individual shall be signed by the individual or by an Attorney-in-fact. If signed by an Attorney-in-fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid in the name of the individual for whom the bid is signed.

B Partners: Bids which are signed for a partnership shall be signed

by all of the partners or in the firm name by an Attorney-in-fact. If signed by an Attorney-in-fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid, executed by the partners.

- C Corporation: Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word "By _____." Bids which are signed for a corporation shall also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal, if said corporation has a seal. If a bid signed for a corporation is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid shall be attached to the bid.

12. WITHDRAWAL OF BIDS

No bid received may be withdrawn after the scheduled time for receipt of bids for a period of 30 days after the scheduled time of receipt of bids without the consent of the City of Bettendorf. A bid may be withdrawn at any time prior to the scheduled time for the receipt of bids by accessing <https://bettendorf.ionwave.net>.

13. FILING OF BIDS

All bids received shall be placed on file in the office of the Community Development Director for public inspection and shall remain there.

14. BASIS OF AWARD

Award, if any, will be made on the following basis only: A Single Contract the City of Bettendorf reserves the right to delete one or more projects from the Contract if awards are made. The City of Bettendorf will make the award upon basis which, in the judgment of the City of Bettendorf, will be most advantageous to the City of Bettendorf and then only to the responsible bidder submitting the lowest secure bid upon the particular basis selected by the City of Bettendorf for the award of the Contract.

15. BIDDER'S PROOF OF RESPONSIBILITY

In order for a bidder to be considered for an award of a contract, the City of Bettendorf may require a bidder, so considered, to submit evidence that he has the necessary ability, facilities, and pecuniary resources to fulfill the conditions of the Contract. Such evidence may consist of, but shall not be limited to the following:

- A Address and description of bidder's physical plant or permanent place of business.

- B. An itemized list of bidder's equipment available for use on project.
- C. Name, address, and description of previously completed projects including names of individuals with whom bidder dealt and including amount of contract.

All such evidence submitted will be considered confidential information by the City of Bettendorf. Non-Iowa corporations shall submit proof to the City of Bettendorf, prior to the execution of a contract, of authorization by the Secretary of State to do business in Iowa.

16. NON-COLLUSION AFFIDAVIT

In order for a bidder to be considered for an award of a contract, the City of Bettendorf may require a bidder, so considered, to execute a "Non-Collusion Affidavit" on the form included elsewhere in these proposed contract documents.

17. AWARD OF CONTRACT

The contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder to whom the City of Bettendorf contemplates awarding the contract) by the officer or agent of the City of Bettendorf duly authorized to give such notice.

18. EXECUTION OF CONTRACT DOCUMENTS

The successful bidder shall, within ten (10) calendar days after date of written notice of selection, enter into written contract with the City of Bettendorf. The Contract, when executed, shall be deemed to include entire agreement between parties; Contractor shall not claim any modification resulting from representation or promise made by representatives of City of Bettendorf or other persons.

19. TAXES

Iowa Sales or Use Tax shall be included in each bid. Successful bidder is subject to payment of Iowa income tax in amounts prescribed by law. If the successful bidder is a non-Iowa partnership, individual, association, or corporation, he shall, prior to execution of a contract, post bond or securities with the Iowa State Revenue Department in the amount required by law.

20. PREFERENCE FOR LABOR AND MATERIALS AND CONTRACT REGISTRATION

The contractor to whom an award is made shall observe the laws of the State of Iowa with regard to preference for labor and materials, and registration of contractors.

21. 2 CFR Part 200 Appendix II

This project involves properties that are being purchased as part of

a Federal grant; therefore, regulations under 2 CFR Part 200 Appendix II must be adhered to (see attached regulations).

FORM OF PROPOSAL

TO: City of Bettendorf, Scott County, Iowa

The undersigned is familiar with local conditions affecting the cost of the work and with the proposed Contract Documents including the Notice to Bidders; Instructions to Bidders; Form of Proposal; Bid Bond; Non-Collusion Affidavit Form; Form of Contract; Special Conditions; Supplemental, General Conditions; Plans and Addenda Nos._____, and_____, the Contract Documents, all on file in the office of Community Development Director of the City of Bettendorf.

The undersigned hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, necessary tools, expendable equipment and services, furnish and install all materials and equipment, pay all taxes, fees, and charges necessary to perform and complete in a workmanlike manner all of the work required as described in the Contract Documents in connection with The Flood Grant Buyout Demolition Project all in accordance with the contract documents therefore and in full compliance with all applicable codes, ordinances, statutes, and labor regulations, it being understood that all of the work is to be constructed complete in place, ready for use, and completed in all respects so as to accomplish the purpose for which the same is intended by the contract documents.

Base bid includes all work called for in the Contract Documents.

BASE BID

The bidder agrees to perform all work described in the Contract Documents for the following lump sum or unit prices:

- Demolition of all structures on properties in the flood zone property buyout area as described herein in the City of Bettendorf, Iowa.

ITEM	QUANTITY	DESCRIPTIVE TITLE	TOTAL PRICE
1.	1 EA	Razing and Removal of structures in the flood buyout area, Bettendorf, Iowa and related site work as specified.	
		PRICE PER STRUCTURE \$ _____ (not to exceed 18 residential properties)	
		TOTAL BASE BID \$ _____	

The undersigned understands and agrees that the City of Bettendorf reserves the right to declare as irregular, not being responsive to the Notice to Bidders, any bid which has conditions or qualifying statements added thereto.

The undersigned understands and agrees that the City of Bettendorf reserves the unrestricted privilege of accepting or rejecting any and all bids and reserves the right to waive any informalities in the bidding.

Accompanying this proposal is a certified or cashier's check drawn upon an Iowa bank, or bank chartered under the laws of the United States, or a Credit Union Certified Share Draft drawn upon a Credit Union chartered under the laws of Iowa, in the amount of 10% of the bid quantity (amount) in U.S. dollars payable to the order of the City of Bettendorf or a properly executed Bid Bond in the amount of 10% of the bid quantity (amount) in U.S. dollars which it is agreed will be forfeited to the City of Bettendorf and the proceeds retained as liquidated damages if the undersigned fails to execute a Contract and furnish the required Performance, Payment, and Maintenance Bond within ten (10) days after being notified of the award of Contract.

If awarded a Contract, the undersigned agrees to commence work on the Contract no later than the date to begin work set forth in a written "Notice to Proceed" from the City of Bettendorf or its authorized representative, to the undersigned and to complete the work on or before:

45 days following contract award and signing of contract by all parties and the issuance of each individual notice to proceed. The undersigned agrees that this bid may not be withdrawn for a period of thirty (30) days after the opening hereof.

INDIVIDUAL OWNER

(Address)

(Individual's Signature)

PARTNERSHIP

(Name of Partnership)

(Partner's Signature)

(Address)

(Partner's Signature)

(Partner's Signature)

(Partner's Signature)

CORPORATION

(Address)

(Corporation Seal)

(Name of Corporation)

By

(Title)

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, _____
_____ as Principal, hereinafter
called the Principal, and _____
_____ a
corporation, hereinafter called the surety, and authorized to contract as
Surety in Iowa, are held firmly bound unto the City of Bettendorf, Scott
County, Iowa a municipal corporation, as Obligee, hereinafter called the
City, in the full and just sum of _____
(\$ _____), for the payment of which sum will and truly be
made, the said Principal and the said Surety, bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the

The Flood Grant Buyout Demolition
Project

NOW, THEREFORE, if the City shall accept the bid of the Principal, and
the Principal shall enter into a contract with the City within the time
required after the notice of such award and in accordance with the terms of
such bid, and give such bond or bonds as may be specified in the bidding or
contract documents with good and sufficient surety for the faithful
performance of such contract and for the prompt payment of labor and
materials furnished on the prosecution thereof, or in the event of the
failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall forfeit the full amount specified in said
bidding or contract documents in liquidation of damages sustained, then this
obligation shall be null and void, otherwise to remain in full force and
effect.

Signed and sealed this _____ day of _____, A.D. _____

IN THE PRESENCE OF:

(Witness

) _____

(Witness

) _____

(Seal) (Title)

(Seal) (Surety)

BY: _____

Attorney-In-Fact

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____

_____) Deposes and says

that:

1. He is _____
(Owner, partner, officer, representative or agent)
of _____, the Bidder who has submitted the
attached Bid:

2. He is fully informed respecting the preparation and contents of the
attached Bid and of all pertinent circumstances respecting such bid:

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners,
agents, representatives, employees or parties in interest, including
this affiant, has in any way colluded, conspired, connived or agreed
directly or indirectly with any other Bidder, firm or person to submit
a collusive or sham Bid in connection with the Contract for which the
attached Bid has been submitted or to refrain from bidding in
connection with such Contract, or has in any manner, directly or
indirectly, sought by agreement or collusion or communication or
conference with any other Bidder, firm or person to fix the price or
prices in the attached Bid or of any other Bidder, or to fix any
overhead, profit or cost element of the Bid price or the Bid price of
any other Bidder, or to secure through any collusion, conspiracy,
connivance or lawful agreement on the part of the Bidder or any of its
agents, representatives, owners, employees, or parties in interest,
including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This ____ day of _____, 2022.

(Title)

My commission expires: _____

Terms and Conditions for Federal Compliance

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

State of Iowa agencies receive federal funding. As a recipient of federal funds, State of Iowa agencies and their subrecipients must adhere to federal legislation passed by Congress as well as codified regulations implemented through administrative requirements when executing the funding.

Specific to the Code of Federal Regulations (CFR) Title 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, specific language must be included in agreement articles, contracts, memorandums of understanding, and letters of agreement. Detailed in 2 CFR Part 200 Appendix II, in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by a non-Federal entity under the Federal awards must contain provisions covering the following, as applicable.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier, up to the non-Federal award.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States")

The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Procurement of Recovered Materials

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Termination

Immediate Termination by the State

The State may terminate this Contract for any of the following reasons effective immediately without advance notice:

- In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- The State determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;
- The Contractor fails to comply with confidentiality laws or provisions;
- The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

Termination for Cause by the Agency

The Agency may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

- Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;
- Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;
- Contractor terminates or suspends its business; Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;
- Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
- The Agency determines or believes the Contractor has engaged in conduct that: (a) has or may expose the Agency or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
- Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or
- Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
 - Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
 - Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
 - Making an assignment for the benefit of creditors;
 - Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or
 - Taking any action to authorize any of the foregoing. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

- The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or
- If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
- If the Agency's duties, programs or responsibilities are modified or materially altered; or
- If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract. The Agency shall provide Contractor with written notice of termination pursuant to this section.

Limitation of the State's Payment Obligations

In the event of termination of this Contract for any reason by either party (except for termination by the Agency), the Agency shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 1.6.4, the Agency's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

- The payment of unemployment compensation to Contractor's employees;
- The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
- Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

Contractor's Termination Duties

Upon receipt of notice of termination or upon request of the Agency, Contractor shall:

- Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination,

describing the status of all work performed under the Contract and such other matters as the Agency may require.

- Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to Contractor.
- Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
- Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by Contractor.
- Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

Termination for Cause by Contractor

Contractor may only terminate this Contract for the breach by the Agency of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of Contractor's written notice of breach.

ACKNOWLEDGEMENTS AND ASSURANCES

Access to Records

The following access to records requirements apply to this contract: (1) The contractor agrees to provide the State of Iowa, HSEMD, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the federal awarding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, HSEMD and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal awarding agency or the Comptroller General of the United States.

Awarding Agency Seal, Logo, and Flags

The contractor shall not use the awarding agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific agency preapproval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, federal awarding policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.